



CITY OF MIAMI BEACH CERTIFICATION OF CONTRACT

TITLE: Fencing Services

CONTRACT NO.: 40-11/12

EFFECTIVE DATE(S): This Contract shall remain in effect for three (3) years from date of Contract execution by the Mayor and City Clerk and may be renewed, at the sole discretion of the City, through its City Manager, for two (2) additional one (1) year term.

SUPERSEDES: 12-08/09

CONTRACTOR(S): Ronald M. Gibbons, Inc.

ESTIMATED ANNUAL CONTRACT AMOUNT: N/A

-
- A. AUTHORITY - Upon affirmative action taken by the Mayor and City Commission of the City of Miami Beach, Florida, on September 18, 2012, for approval to award a contract, upon execution between the City of Miami Beach, Florida, and Contractor.
- B. EFFECT - This Contract is entered into to provide for the purchase of fencing services, pursuant to City Invitation to Bid No. 40-11/12 and any addenda thereto (the ITB), and Contractor's bid in response thereto (this Contract, the ITB, and Contractor's bid in response thereto may hereinafter collectively be referred to as the "Contract Documents").
- C. ORDERING INSTRUCTIONS - All blanket purchase orders shall be issued in accordance with the City of Miami Beach Procurement Division policies and procedures, at the prices indicated, exclusive of all Federal, State and local taxes. All blanket purchase orders shall show the City of Miami Beach Contract Number 40-11/12.
- D. CONTRACTOR PERFORMANCE - City of Miami Beach departments shall report any failure of Contractor's performance (or failure to perform) according to the requirements of the Contract Documents to City of Miami Beach, Duane Knecht, Property Management Division Director at 305-673-7000 ext. 2914.
- E. INSURANCE CERTIFICATE(S) - The Contractor shall file Insurance Certificates, as required, which must be signed by a Registered Insurance Agent licensed in the State of Florida, and approved by the City of Miami Beach Risk Manager, prior to delivery of supplies and/or commencement of any services/work by Contractor.
- F. ASSIGNMENT AND PERFORMANCE - Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by Contractor without the prior written consent of the City. In addition, Contractor shall not subcontract delivery of supplies, or any portion of work and/or services required by the Contract Documents without the prior written consent of the City.

Certification of Contract

Contractor warrants and represents that all persons providing/performing any supplies, work, and/or services required by the Contract Documents have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently provide/perform same, or services to City's satisfaction, for the agreed compensation.

Contractor shall provide/perform the supplies, work, and/or services required under the Contract Documents in a skillful and respectable manner. The quality of the Contractor's performance and all interim and final product(s) and /or work provided to or on behalf of City shall be comparable to the best local and national standards.

- G. SERVICE EXCELLENCE STANDARDS – Excellent Customer Service is the standard of the City of Miami Beach. As a Contractor of the City, Contractor will be required to conduct itself in a professional, courteous and ethical manner, and at all times adhere to the City's Service Excellence standards. Training will be provided by the City's Organizational Development and Training Specialist.
- H. PUBLIC ENTITY CRIMES - In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the Contract and may result in Contractor debarment.
- I. INDEPENDENT CONTRACTOR - Contractor is an independent contractor under this Contract. Supplies, work, and/or services, provided by Contractor pursuant to the Contract Documents shall be subject to the supervision of Contractor. In providing such supplies, work, and/or services, neither Contractor nor its agents shall act as officers, employees, or agents of the City. This Contract shall not constitute or make the parties a partnership or joint venture.
- J. THIRD PARTY BENEFICIARIES - Neither Contractor nor City intends to directly or substantially benefit a third party by this Contract and/or the Contract Documents. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract and/or the Contract Documents.

The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract and/or the Contract Documents.

Certification of Contract

- K. NOTICES - Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City:

Procurement Director
City of Miami Beach
Procurement Division
1700 Convention Center Drive
Miami Beach, Florida 33139

With copies to:

City Clerk
City Clerk Office
1700 Convention Center Drive
Miami Beach, Florida 33139

For Contractor:

Ronald M. Gibbons, Inc.
472 N.E. 191 Street
Miami, Florida 33179
Attn: Ronald M. Gibbons
Phone: 305-652-5845
Fax: 305-652-9304
E-mail: rmginc.est@comcast.net

- L. MATERIALITY AND WAIVER OF BREACH - City and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

City's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

- M. SEVERANCE - In the event a portion of this Contract and/or the Contract Documents is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

Certification of Contract

- N. APPLICABLE LAW AND VENUE - This Contract and/or the Contract Documents shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Contract and/or the Contract Documents. Contractor, shall specifically bind all subcontractors to the provisions of this Contract and the Contract Documents.**
- O. AMENDMENTS - No modification, amendment, or alteration in the terms or conditions contained herein, or in the Contract Documents, shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Contractor.
- P. This Contract shall not be effective until all bonds and insurance(s) required under the Contract Documents have been submitted to, and approved by, the City's Risk Manager.
- Q. The ITB and Contractor's bid in response thereto, are attached to this Contract and are hereby adopted by reference and incorporated herein as if fully set forth in this Contract. Accordingly, Contractor agrees to abide by and be bound by any and all of the documents incorporated by the Contract Documents. Where there is a conflict between any provision set forth within (i) this Contract; (ii) the ITB; and /or (iii) Contractor's bid in response thereto, the more stringent provision (as enforced by the City) shall prevail.

Certification of Contract

IN WITNESS WHEREOF the City and Contractor have caused this Certification of Contract to be signed and attested on this 3 day of Oct, 2012, by their respective duly authorized representatives.

CONTRACTOR

By


President/ Signature

Ronald M. Gibbons

Print Name

September 20, 2012

Date

ATTEST:


Secretary/ Signature

Ronald M. Gibbons

Print Name

September 20, 2012

Date

CITY OF MIAMI BEACH

By


Mayor

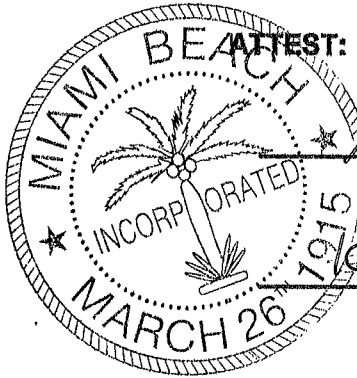
10-2-12

Date

ATTEST:


City Clerk

10/3/12
Date



APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney

9/27/12
Date

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/17/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|------------------------------------|
| PRODUCER PETERSEN INSURANCE AGENCY NORTHEAST AGENCY INC. | CONTACT NAME: CHARLES PETERSEN | |
| | PHONE (A/C, No, Ext): 305-653-0333 | FAX (A/C, No): 305-651-2391 |
| INSURED RONALD GIBBONS, INC. 472 NE 191ST STREET MIAMI, FL 33179 | E-MAIL ADDRESS: CPETERSEN2@ALLSTATE.COM OR SFL14803@ALLSTATE.COM | |
| | PRODUCER CUSTOMER ID #: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | NAIC # | |
| | INSURER A: TWIN CITY FIRE INSURANCE | |
| | INSURER B: THE HARTFORD | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR | WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|----------------|-----|---------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
| | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ |
| | | | | | | | PERSONAL & ADV INJURY \$ |
| | | | | | | | GENERAL AGGREGATE \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG \$ |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | | | \$ |
| | <input type="checkbox"/> NON-OWNED AUTOS | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR | | | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ |
| | DEDUCTIBLE | | | | | | \$ |
| | RETENTION \$ | | | | | | \$ |
| X | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N | N/A | 01WECEQ1062 | 11/1/2011 | 11/1/2012 | X WC STATU-TORY LIMITS OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT \$ 100,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

FENCE INSTALLATION AND REPAIR METAL,VINYL,WOOD OR PREFABRICATED CONCRETE

CERTIFICATE HOLDER

CANCELLATION

THE CITY OF MIAMI BEACH
1700 CONVENTION CENTER DRIVE MIAMI BEACH, FL 33139
BID NAME: FENCE SERVICES ITB NO:40-11/12

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 30-DAYS

AUTHORIZED REPRESENTATIVE

Condensed Title:

Request For Approval To Award Contracts To The Lowest And Best Bidders For Groups 1 Through 22 Pursuant To Invitation To Bid (ITB) No. 40-11/12 For Fencing Serviced For Various City Departments: Awards Shall Be Based As Follows: Groups 1,2,3,4,5,7,8,12,14,16,18 19,20,and 21 To Ronal M. Gibbons, Inc.; And Groups 6,9,10,11,13,15,17, and 22 To Artemisa Fence & Ornamental In The Estimated Annual Amount of \$90,000.

Key Intended Outcome Supported:

Ensure Well-maintained infrastructure

Supporting Data (Surveys, Environmental Scan, etc. N/A

Issue:

Shall the City Commission approve the award of Contracts?

Item Summary/Recommendation:

The purpose of Invitation to Bid (ITB) No. 40-11/12 was to establish a contract, by means of sealed bids, for the supply of all labor, materials, tools, and equipment necessary to provide Fencing Services on an as-needed basis from a source(s) of supply that will provide these services in a timely manner. The contract(s) entered into with the successful bidder(s) shall have an initial term of three (3) year term, and may be renewed at the sole discretion of the City, through its City Manager, for two (2) additional one (1) year.

The ITB was issued on July 17, 2012, with an opening date of August 14, 2012. A pre-bid meeting to provide information to the bidders submitting a response was held on July 24, 2012. The Florida Online Bid System issued bid notices to 59 prospective bidders. In addition, the Procurement Division issued notices to seven (7) prospective bidders, which resulted in the receipt of three (3) bids.

Successful bidder(s) shall be required to provide fencing services to Public Works, Parks and Recreation, and other City Departments. Successful bidders shall obtain and pay for all licenses, permits and inspection fees required for this project and comply with all laws, ordinances, regulations, and building code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the City for the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor.

The Review Panel stated after reviewing the bids that they recommended awarding contract to the following vendors, as the lowest and best responsive bidder:


Ronald M. Gibbons, Inc.;
Artemisa Fence & Ornamentals; and;
Guaranteed Fence Corporation;

APPROVE THE AWARD OF CONTRACTS.

Advisory Board Recommendation:

N/A

Financial Information:

| Source of Funds: | Amount | Account |
|---|------------------------|--|
|  DBPI | 1 \$ 25,000 | Property Management Repair & Maintenance Account No. 520-1720-000342 |
| | 2 \$ 15,000 | Public Works Sewer 425-0420-000343 |
| | 3 \$ 15,000 | Public Works Streets/Street Lighting 011-0840-000342 |
| | 4 \$ 15,000 | Public Works Water 425-0410-000343 |
| | 5 \$ 5,000 | Recreation Division 011-0950-000343 |
| | 6 \$ 5,000 | Green Space Management 011-0940-000343 |
| | 7 \$ 5,000 | Miami Beach Golf Club 011-0970-000343 |
| | 8 \$ 5,000 | Normandy Shore Golf Club 011-0975-000343 |
| | Total \$ 90,000 | |

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Raul Aguila _____

Sign-Offs:

| Department Director | Assistant City Manager | City Manager |
|---------------------|---|---|
| FB _____ KS _____ | JGG _____ MAS _____ PDW  | KGB  |

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MIAMI BEACH



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Matti Herrera Bower and Members of the City Commission

FROM: Kathie G. Brooks, Interim City Manager

DATE: September 12, 2012

SUBJECT: **REQUEST FOR APPROVAL TO AWARD CONTRACTS TO THE LOWEST AND BEST BIDDERS FOR GROUPS 1 THROUGH 22, PURSUANT TO INVITATION TO BID (ITB) NO. 40-11/12, FOR FENCING SERVICES FOR VARIOUS CITY DEPARTMENTS; AWARDS SHALL BE BASED AS FOLLOWS: GROUPS 1, 2, 3, 4, 5, 7, 8, 12, 14, 16, 18, 19, 20, AND 21 TO RONALD M. GIBBONS, INC.; AND GROUPS 6, 9, 10, 11, 13, 15, 17, AND 22 TO ARTEMISA FENCE & ORNAMENTAL; FOR A TOTAL ESTIMATED BUDGETED ANNUAL AMOUNT OF \$90,000.**

ADMINISTRATION RECOMMENDATION

Approve the award of contracts.

KEY INTENDED OUTCOME SUPPORTED

Ensure Well-Maintained Facilities.

BID AMOUNT AND FUNDING

The estimated annual amounts below are based on regular operational funding availability.

| | |
|---------------------|---|
| \$ 25,000 | Property Management Repairs & Maintenance Account No. 520-1720-000342 |
| \$ 15,000 | Public Works Sewer 425-0420-000343 |
| \$ 15,000 | Public Works Streets/Street Lighting 011-0840-000342 |
| \$ 15,000 | Public Works Water 425-0410-000343 |
| \$ 5,000 | Recreation Division 011-0950-000343 |
| \$ 5,000 | Green Space Management 011-0940-000343 |
| \$ 5,000 | Miami Beach Golf Club 011-0970-000343 |
| \$ 5,000 | Normandy Shore Golf Club 011-0975-000343 |
| \$ 90,000 | |

These contracts will also be available for emergency circumstances, such as hurricanes, special projects, and additional funding that may become available and appropriated as part of the City's Capital Budget or from projects generated by CIP.

ANALYSIS

The purpose of Invitation to Bid (ITB) No. 40-11/12 was to establish a contract, by means of sealed bids, for the supply of all labor, materials, tools, and equipment necessary to provide fencing services on an as-needed basis, from a source(s) of supply that will provide these products in a timely manner. The contract(s) entered into with the successful bidder(s) shall have an initial term of three (3) years, and may be renewed at the sole discretion of the City, through its City Manager, for two (2) additional one (1) year.

The contracts will offer more flexible resources to ensure that all operational divisions and departments fulfill their fencing needs in a timely manner while securing the lowest cost.

Successful bidder(s) shall be required to provide fencing services to Public Works, Parks and Recreation, and other City Departments. The City will issue Purchase Orders to the selected vendor(s) for the provision of labor, transportation, materials, tools, and equipment necessary to provide fencing services on an as needed basis throughout the year, as specified in bid proposal (Groups 1 through 22).

Successful bidders shall obtain and pay for all licenses, permits and inspection fees required for this project and comply with all laws, ordinances, regulations, and building code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the City for the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor.

Successful bidders must install new fencing, or be able to provide replacement parts, and/or to repair the existing fencing. Service must be provided from Monday through Friday, from 8:30 a.m. until 5:00 p.m. on any service, (excluding holidays).

BID PROCESS

The ITB was issued on July 17, 2012, with an opening date of August 14, 2012. A pre-bid meeting to provide information to the bidders submitting a response was held on July 24, 2012.

The Florida Online Bid System issued bid notices to 59 prospective bidders. In Addition, the Procurement Division issued notices to seven (7) prospective bidders via mail, e-mail, and fax transmission, which resulted in the receipt of following three (3) bids:

1. Artemisa Fence & Ornamental
2. Guaranteed Fence Corp.
3. Ronald M. Gibbons, Inc.

On August 20, 2012, the bid submissions were reviewed by the Technical Review Panel (the Panel) which included the following individuals:

- Martha Torres, Warehouse Supervisor, Public Works Department
- Carlos Da Cruz, Office Associate V, Parks and Recreation Department
- Herman Fung, Property Mgt Contracts Coordinator, Property Maintenance Division
- Thais Vieira, Capital Project Coordinator, CIP Office

On August 30, 2012 the Panel convened again and the following staff members were in attendance:

- Herman Fung, Property Management Contracts Coordinator, Property Maintenance Division
- Martha Torres, Public Works Department, Warehouse Supervisor
- Thais Vieira, Capital Project Coordinator, CIP Office
- Kevin Smith, Parks and Recreation, Director
- Julio Magrisso, Parks and Recreation, Assistant Director

After review of the bids received, the Review Panel recommended awarding contracts to the following vendors:

- Ronald M. Gibbons, Inc., as Primary
- Artemisa Fence & Ornamentals.; Secondary and:
- Guaranteed Fence Corp.; Tertiary

Bidders were asked to submit fixed unit prices for each group, see attachment "A" for Unit Price Tabulation. Projects will be awarded to the lowest bidder per group. However, the City can utilize the second-lowest bidder, if the lowest bidder for any group is unavailable.

Before a project is assigned to a specific company, the user department will provide the Procurement Division with the job specification in order to anticipate and calculate all fence materials, posts, and gates required for the completion of the project. Each project will be awarded to the lowest responsive bidder based on the combination of all materials required. Property Management Division shall also be responsible for the inspection and verification of all materials to ensure that they conform to the specifications required on the site.

The award per groups is as follows:

| Description | Recommended |
|---|-----------------------------|
| Group I Galvanized Chain Link Fence | Ronald M. Gibbons, Inc. |
| Group II Vinyl Coated Chain Link Fence | Ronald M. Gibbons, Inc. |
| Group III Chain Link Gates All Galvanized | Ronald M. Gibbons, Inc. |
| Group IV Chain Link Gates All vinyl Coated | Ronald M. Gibbons, Inc. |
| Group V Chain Link Gates All | Ronald M. Gibbons, Inc. |
| Group VI Chain Link Gates All Vinyl Coated | Artemisa Fence & Ornamental |
| Group VII Temporary Chain Link Fence Galvanized | Ronald M. Gibbons, Inc. |
| Group VIII Wind Green Black or Green 75% Block | Ronald M. Gibbons, Inc. |
| Group IX Stationary Bollard Posts | Artemisa/Guaranteed |
| Group X Removable Bollard with Bottom Sleeve | Artemisa Fence & Ornamental |
| Group XI Core Drilling up to 12" Slab per Hole Cost | Artemisa Fence & Ornamental |
| Group XII Miscellaneous On Site Welding either Galvanized or Aluminum | Ronald M. Gibbons, Inc. |
| Group XIII Fence Removal and Disposal up to 10 ft. | Artemisa Fence & Ornamental |
| Group XIV Aluminum Pickett Fence | Ronald M. Gibbons, Inc. |
| Group XV Aluminum Swing Gates | Artemisa Fence & Ornamental |
| Group XVI Wood Fences | Ronald M. Gibbons, Inc. |
| Group XVII Wood Fence Single or Double Gates | Artemisa Fence & Ornamental |
| Group XVIII Emergency Work | Ronald M. Gibbons, Inc. |
| Group XIX Sand | Ronald M. Gibbons, Inc. |
| Group XX Miscellaneous Work | Ronald M. Gibbons, Inc. |
| Group XXI End/Corner Post | Ronald M. Gibbons, Inc. |
| Group XXII Rental of Portable Self-Standing | Artemisa Fence & Ornamental |

In a letter dated August 22, 2012 Guaranteed Fence Corp. notified the City that they declined the City's recommendation to provides service only for Group 7, 11, 15 and 17 (Attachment 3). As a result, the next lowest bidder is being recommended for award as noted above.

Ronald M. Gibbons, Inc.

Ronald M. Gibbons, Inc. has been in business for 40 years and has successfully completed projects in residential, commercial, institutional sectors. Ronald M. Gibbon, Inc. was highly rated on their performance evaluation surveys and comments were provided highlighting the company's professionalism, responsiveness, and ability to provide fencing services even under emergency circumstances.

Ronald M. Gibbons, Inc. provides similar services to the following entities:

City of Miami Gardens;
RRC Development Company;
WPBT Channel 2; and
City of Miramar

Artemisa Fence & Ornamental

Artemisa Fence & Ornamental has been in business for over 25 years and has provided fencing services to the Property Management Division for over one (1) year. The Property Management Division has indicated that it is satisfied with their quality of work. Artemisa was highly rated on their performance evaluation surveys and noted as being reliable, dependable, and responsive while providing prompt service, even in emergency situations.

Artemisa Fence & Ornamental provides similar services to the following entities:

Lennar Homes;
CC Monterra;
Downrite Engineering;
Continental Group; and
City of Miami Beach

INTERIM CITY MANAGER'S DUE DILIGENCE

After considering the review and recommendation of City staff, the Interim City Manager exercised her due diligence and is recommending that the Mayor and the City Commission authorize the award as follows: Groups 1,2,3,4,5,7,8,12,14,16,18, 19, 20 and 21 to Ronald M. Gibbons, Inc.; and Groups 6,9,10,11,13,15,17, and 22 to Artemisa Fence & Ornamental.

CONCLUSION

Based on the aforementioned, the Administration recommends that the Mayor and City Commission accept the Interim City Manager's recommendation to award contracts to Groups 1,2,3,4,5,7,8,12,14,16,18,19,20 and 21 to Ronald M. Gibbons, Inc., and Groups 6,9,10,11,13,15,17,and 22 to Artemisa Fence & Ornamental, for Fencing Services pursuant to ITB No. 40-11/12, for an estimated budget total annual amount of \$90,000.

Attachment A – Unit Price Tabulation

| GROUP I: GALVANIZED CHAIN LINK FENCE | | ARTEMISA FENCE & ORNAMENTAL | GUARANTEED FENCE CORP. | RONALD M. GIBBONS, INC. |
|---|------------------------------------|--|-----------------------------------|------------------------------------|
| ITEM 1: | 4' high chain link fence | | | |
| | Up to 250' LF. per LF | \$11.00 | \$14.00 | \$9.55 |
| | Up to 250' LF. per LF | \$11.00 | \$14.00 | \$9.25 |
| ITEM 2: | 5' high chain link fence | | | |
| | Up to 250' LF. per LF | \$13.00 | \$16.00 | \$11.50 |
| | Over 250' LF. per LF | \$13.00 | \$16.00 | \$11.25 |
| ITEM 3: | 6' high chain link fence | | | |
| | Up to 250' LF. per LF | \$15.00 | \$19.00 | \$13.00 |
| | Over 250' LF. per LF | \$15.00 | \$19.00 | \$12.50 |
| ITEM 4: | 8' high chain link fence | | | |
| | Up to 250' LF. per LF | \$19.00 | \$22.00 | \$16.50 |
| | Over 250' LF. per LF | \$19.00 | \$22.00 | \$16.25 |
| ITEM 5: | 10' high chain link fence | | | |
| | Up to 250' LF. per LF | \$22.00 | \$29.00 | \$21.00 |
| | Over 250' LF. per LF | \$22.00 | \$29.00 | \$20.00 |
| ITEM 6: | 12' high chain link fence | | | |
| | Up to 250' LF. per LF | \$24.00 | \$30.00 | \$24.00 |
| | Over 250' LF. per LF | \$24.00 | \$30.00 | \$23.50 |
| ITEM 7: | Chain link fence misc items | | | |
| | Up to 250' LF. per LF | \$6.00 | \$7.00 | \$4.25 |
| | Over 250' LF. per LF | \$5.00 | \$7.00 | \$3.50 |
| TOTAL GROUP I | | \$219.00 | \$274.00 | \$196.05 |

| GROUP II: VINYL COATED CHAIN LINK FENCE | | ARTEMISA FENCE & ORNAMENTAL | GUARANTEED FENCE CORP. | RONALD M. GIBBONS, INC. |
|---|-----------------------------|--------------------------------|---------------------------|----------------------------|
| ITEM 8: | 4' high chain link fence | | | |
| | Up to 250' LF. per LF | \$14.00 | \$17.00 | \$11.60 |
| | Over 250' LF. per LF | \$14.00 | \$17.00 | \$11.30 |
| ITEM 9: | 5' high chain link fence | | | |
| | Up to 250' LF. per LF | \$15.00 | \$19.00 | \$13.50 |
| | Over 250' LF. per LF | \$15.00 | \$19.00 | \$13.20 |
| ITEM 10: | 6' high chain link fence | | | |
| | Up to 250' LF. per LF | \$17.00 | \$25.00 | \$15.20 |
| | Over 250' LF. per LF | \$17.00 | \$25.00 | \$14.50 |
| ITEM 11: | 8' high chain link fence | | | |
| | Up to 250' LF. per LF | \$22.00 | \$30.00 | \$20.50 |
| | Over 250' LF. per LF | \$22.00 | \$30.00 | \$19.00 |
| ITEM 12: | 10' high chain link fence | | | |
| | Up to 250' LF. per LF | \$29.00 | \$35.00 | \$27.00 |
| | Over 250' LF. per LF | \$29.00 | \$35.00 | \$26.00 |
| ITEM 13: | 12' high chain link fence | | | |
| | Up to 250' LF. per LF | \$30.00 | \$33.00 | \$29.10 |
| | Over 250' LF. per LF | \$30.00 | \$33.00 | \$28.10 |
| ITEM 14: | Chain link fence misc items | | | |
| | Up to 250' LF. per LF | \$4.50 | \$9.00 | \$3.60 |
| | Over 250' LF. per LF | \$4.50 | \$9.00 | \$3.60 |
| TOTAL GROUP II | | \$263.00 | \$336.00 | \$236.20 |

| GROUP III: CHAIN LINK GATES ALL GALVANIZED | | ARTEMISA FENCE & ORNAMENTAL | GUARANTEED FENCE CORP. | RONALD M. GIBBONS, INC. |
|---|----------------------------|--------------------------------|---------------------------|----------------------------|
| ITEM 15: | 4' high x 4 wide per gate | | \$250.00 | \$138.00 |
| ITEM 16: | 4' high x 6 wide per gate | \$180.00 | \$275.00 | \$152.00 |
| ITEM 17: | 4' high x 8 wide per gate | \$200.00 | \$300.00 | \$166.00 |
| ITEM 18: | 5' high x 4 wide per gate | \$180.00 | \$269.00 | \$146.00 |
| ITEM 19: | 5' high x 6 wide per gate | \$200.00 | \$300.00 | \$166.00 |
| ITEM 20: | 5' high x 8 wide per gate | \$220.00 | \$350.00 | \$186.00 |
| ITEM 21: | 6' high x 4 wide per gate | \$200.00 | \$275.00 | \$187.00 |
| ITEM 22: | 6' high x 6 wide per gate | \$220.00 | \$400.00 | \$208.00 |
| ITEM 23: | 6' high x 8 wide per gate | \$240.00 | \$450.00 | \$229.00 |
| ITEM 24: | 6' high x 10 wide per gate | \$400.00 | \$500.00 | \$250.00 |
| ITEM 25: | 6' high x 12 wide per gate | \$450.00 | \$500.00 | \$272.00 |
| TOTAL GROUP III | | | | |
| Artemisa stated an erroneous total of \$ 2,450.00 | | \$2,490.00 | \$3,869.00 | \$2,100.00 |
| GROUP IV: CHAIN LINK GATES ALL VINYL COATED | | | | |
| ITEM 26: | 4' high x 4 wide per gate | \$190.00 | \$250.00 | \$166.00 |
| ITEM 27: | 4' high x 6 wide per gate | \$290.00 | \$275.00 | \$184.00 |
| ITEM 28: | 4' high x 8 wide per gate | \$390.00 | \$300.00 | \$202.00 |
| ITEM 29: | 5' high x 4 wide per gate | \$220.00 | \$269.00 | \$224.00 |
| ITEM 30: | 5' high x 6 wide per gate | \$220.00 | \$300.00 | \$246.00 |
| ITEM 31: | 5' high x 8 wide per gate | \$290.00 | \$350.00 | \$267.00 |
| ITEM 32: | 6' high x 4 wide per gate | \$220.00 | \$275.00 | \$247.00 |
| ITEM 33: | 6' high x 6 wide per gate | \$350.00 | \$400.00 | \$270.00 |
| ITEM 34: | 6' high x 8 wide per gate | \$400.00 | \$450.00 | \$291.00 |
| ITEM 35: | 6' high x 10 wide per gate | \$440.00 | \$500.00 | \$316.00 |
| ITEM 36: | 6' high x 12 wide per gate | \$490.00 | \$500.00 | \$338.00 |
| TOTAL GROUP IV | | | | |
| Artemisa stated an erroneous total of \$3,140 | | \$3,500.00 | \$3,869.00 | \$2,751.00 |

| GROUP V: CHAIN LINK GATES ALL GALVANIZED | | ARTEMISA FENCE & ORNAMENTAL | GUARANTEED FENCE CORP. | RONALD M. GIBBONS, INC. |
|--|-----------------------------|--------------------------------|---------------------------|----------------------------|
| ITEM 37: | 8' high per LF | \$40.00 | \$80.00 | \$38.00 |
| ITEM 38: | 10' high per LF | \$50.00 | \$90.00 | \$47.50 |
| ITEM 39: | 12' high per LF | \$60.00 | \$100.00 | \$57.00 |
| TOTAL GROUP V | | \$150.00 | \$270.00 | \$142.50 |
| GROUP VI: CHAIN LINK GATES ALL VINYL COATED | | | | |
| ITEM 40: | 8' high per LF | \$70.00 | \$80.00 | \$80.00 |
| ITEM 41: | 10' high per LF | \$75.00 | \$90.00 | \$88.00 |
| ITEM 42: | 12' high per LF | \$85.00 | \$100.00 | \$96.00 |
| TOTAL GROUP VI | | \$230.00 | \$270.00 | \$264.00 |
| GROUP VII: TEMPORARY CHAIN LINK GALVANIZED | | | | |
| ITEM 43: | 6' high per LF | \$6.00 | \$7.00 | \$3.80 |
| ITEM 44: | 8' high per LF | \$10.00 | \$10.00 | \$5.80 |
| ITEM 45: | 6'x6' single gate per gate | \$60.00 | \$50.00 | \$100.00 |
| ITEM 46: | 6'x20 double gate per gate | \$300.00 | \$200.00 | \$250.00 |
| ITEM 47: | 8'x6' single gate per gate | \$150.00 | \$100.00 | \$100.00 |
| ITEM 48: | 8'x20' double gate per gate | \$500.00 | \$200.00 | \$250.00 |
| TOTAL GROUP VII | | \$1,026.00 | \$567.00 | \$709.60 |
| GROUP VIII: WIND SCREEN BLACK OR GREEN 75% BLOCK | | | | |
| ITEM 49: | 4' high per LF | \$4.00 | \$3.80 | \$2.50 |
| ITEM 50: | 5' high per LF | \$4.00 | \$3.80 | \$3.00 |
| ITEM 51: | 6' high per LF | \$4.00 | \$4.20 | \$3.60 |
| ITEM 52: | 8' high per LF | \$4.00 | \$4.20 | \$4.80 |
| ITEM 53: | 10' high per LF | \$10.00 | \$9.00 | \$8.00 |
| ITEM 54: | 12' high per LF | \$10.00 | \$9.00 | \$9.50 |
| TOTAL GROUP VIII | | \$36.00 | \$34.00 | \$31.40 |
| GROUP IX: STATIONARY BOLLARD POSTS | | | | |
| ITEM 55: | 4" OD per bollard | \$150.00 | \$150.00 | \$160.00 |
| ITEM 56: | 6" OD per bollard | \$250.00 | \$250.00 | \$260.00 |
| TOTAL GROUP IX | | \$400.00 | \$400.00 | \$420.00 |

| GROUP X: REMOVABLE BOLLARD WITH BOTTOM SLEEVE | | ARTEMISA FENCE & ORNAMENTAL | GUARANTEED FENCE CORP. | RONALD M. GIBBONS, INC. |
|---|---|--------------------------------|---------------------------|----------------------------|
| ITEM 57: | 4" OD per bollard | \$200.00 | \$300.00 | \$210.00 |
| ITEM 58: | 6" OD per bollard | \$350.00 | \$400.00 | \$380.00 |
| TOTAL GROUP X | | \$550.00 | \$700.00 | \$590.00 |
| GROUP XI: CORE DRILLING UP TO 12' THICK SLAB PER HOLE | | | | |
| ITEM 59: | 2" hole | \$10.00 | \$10.00 | \$9.00 |
| ITEM 60: | 4" hole | \$10.00 | \$10.00 | \$10.00 |
| ITEM 61: | 6" hole | \$10.00 | \$10.00 | \$12.00 |
| ITEM 62: | 8" hole | \$14.00 | \$10.00 | \$20.00 |
| TOTAL GROUP XI | | \$44.00 | \$40.00 | \$51.00 |
| GROUP XII: ON SITE WELDING (GALVANIZED OR ALUMINUM | | | | |
| ITEM 63: | Include set up cost - hourly rate) | \$150.00 | \$80.00 | \$48.00 |
| TOTAL GROUP XII | | \$150.00 | \$80.00 | \$48.00 |
| GROUP XIII: FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH | | | | |
| ITEM 64: | Under 250' LF. per LF | \$2.50 | \$4.00 | \$3.50 |
| ITEM 65: | Over 250' LF. per LF | \$2.50 | \$4.00 | \$3.50 |
| TOTAL GROUP XIII | | \$5.00 | \$8.00 | \$7.00 |
| GROUP XIV: ALUMINUM PICKET FENCE | | | | |
| ITEM 66: | 4' high | | | |
| | Up to 250' LF. per LF | \$35.00 | \$50.00 | \$28.50 |
| | Over 250' LF. per LF | \$35.00 | \$50.00 | \$25.00 |
| ITEM 67: | 5' high | | | |
| | Up to 250' LF. per LF | \$40.00 | \$55.00 | \$33.00 |
| | Over 250' LF. per LF | \$40.00 | \$55.00 | \$29.50 |
| ITEM 68: | 6' high | | | |
| | Up to 250' LF. per LF | \$45.00 | \$70.00 | \$40.50 |
| | Over 250' LF. per LF | \$45.00 | \$70.00 | \$37.50 |
| ITEM 69: | round top cap instead of u channel, additional cost per linear foot added to cost of fence per linear foot | \$0.60 | \$7.00 | \$2.00 |
| TOTAL GROUP XIV | | \$240.60 | \$357.00 | \$196.00 |

| GROUP XV: ALUMINUM SWING GATES | | ARTEMISA FENCE & ORNAMENTAL | GUARANTEED FENCE CORP. | RONALD M. GIBBONS, INC. |
|---|---|--------------------------------|---------------------------|----------------------------|
| ITEM 70: | 4' high per LF | \$48.00 | \$50.00 | \$46.00 |
| ITEM 71: | 5' high per LF | \$50.00 | \$50.00 | \$50.00 |
| ITEM 72: | 6' high per LF | \$70.00 | \$60.00 | \$61.00 |
| ITEM 73: | 8' high per LF | \$75.00 | \$70.00 | \$75.00 |
| ITEM 74: | 10' high per LF | \$80.00 | \$50.00 | \$94.00 |
| TOTAL GROUP XV | | \$323.00 | \$280.00 | \$326.00 |
| GROUP XVI: WOOD FENCES | | | | |
| ITEM 75: | 4' high | | | |
| | Up to 100' LF. per LF | \$18.00 | \$20.00 | \$15.00 |
| | Up to 200' LF. per LF | \$16.00 | \$15.00 | \$14.00 |
| | Over 200' LF. per LF | \$16.00 | \$15.00 | \$13.00 |
| ITEM 76: | 6' high | | | |
| | Up to 100' LF. per LF | \$18.00 | \$25.00 | \$20.00 |
| | Up to 200' LF. per LF | \$18.00 | \$20.00 | \$17.50 |
| | Over 200' LF. per LF | \$18.00 | \$20.00 | \$17.00 |
| TOTAL GROUP XVI | | \$104.00 | \$115.00 | \$96.50 |
| GROUP XVII: WOOD FENCE SINGLE OR DOUBLE GATES | | | | |
| ITEM 77: | 4' high per LF | \$20.00 | \$20.00 | \$30.00 |
| ITEM 78: | 6' high per LF | \$30.00 | \$20.00 | \$33.00 |
| ITEM 79: | Miscellaneous additional cost per linear foot | \$5.00 | \$10.00 | \$3.00 |
| TOTAL GROUP XVII | | \$55.00 | \$50.00 | \$66.00 |
| GROUP XVIII: EMERGENCY WORK | | | | |
| ITEM 80: | 4' high per LF | \$2.00 | \$5.00 | \$1.80 |
| ITEM 81: | 5' high per LF | \$2.00 | \$5.00 | \$1.80 |
| ITEM 82: | 6' high per LF | \$3.00 | \$5.00 | \$2.00 |
| ITEM 83: | 8' high per LF | \$3.00 | \$5.00 | \$2.80 |
| ITEM 84: | 10' high per LF | \$3.00 | \$5.00 | \$3.00 |
| ITEM 85: | 12' high per LF | \$3.00 | \$5.00 | \$3.50 |
| TOTAL GROUP XVIII | | \$16.00 | \$30.00 | \$14.90 |

| GROUP XIX: SAND FENCE | | ARTEMISA FENCE & ORNAMENTAL | GUARANTEED FENCE CORP. | RONALD M. GIBBONS, INC. |
|------------------------------|--|--------------------------------|---------------------------|----------------------------|
| ITEM 86: | 50' LF Dunne Fence (rolls) | | | |
| | Up to 100/rolls per roll | \$65.00 | \$75.00 | \$58.00 |
| | Over 100/rolls per roll | \$60.00 | \$75.00 | \$56.00 |
| ITEM 87 | sand fence installed onto 4"x4"8" pressure treated | | | |
| | Up to 5,000' lf per LF | \$5.50 | \$10.00 | \$5.00 |
| | Over 5,000' lf per LF | \$5.00 | \$10.00 | \$4.50 |
| TOTAL GROUP XIX | | \$135.50 | \$170.00 | \$123.50 |
| GROUP XX: MISCELLANEOUS WORK | | | | |
| ITEM 88: | 4' high per LF | \$10.00 | \$10.00 | \$7.00 |
| ITEM 89: | 5' high per LF | \$12.00 | \$10.00 | \$8.00 |
| ITEM 90: | 6' high per LF | \$14.00 | \$15.00 | \$9.00 |
| ITEM 91: | 8' high per LF | \$10.00 | \$15.00 | \$10.00 |
| ITEM 92: | 10' high per LF | \$10.00 | \$15.00 | \$12.00 |
| ITEM 93: | 20 ft high metal line post, 3 inch | | | |
| | Cost per post every 10'ft (up to 100' | \$250.00 | \$250.00 | \$210.00 |
| | Cost per post every 10'ft (up to 300' | \$250.00 | \$250.00 | \$210.00 |
| | Cost per post every 10'ft (up to 500' | \$250.00 | \$250.00 | \$210.00 |
| ITEM 94: | 20'ft high skirt | | | |
| | 10'ft across x 20' high (up to 100') | \$38.00 | \$50.00 | \$32.00 |
| | 10'ft across x 20' high (up to 300') | \$38.00 | \$50.00 | \$24.00 |
| | 10'ft across x 20' high (up to 500') | \$38.00 | \$50.00 | \$24.00 |
| TOTAL GROUP XX | | \$920.00 | \$965.00 | \$756.00 |

| GROUP XXI: END CORNER POST | | ARTEMISA FENCE & ORNAMENTAL | | GUARANTEED FENCE CORP. | | RONALD M. GIBBONS, INC. | |
|---|-----|--------------------------------|-------------|---------------------------|--|----------------------------|--|
| End / Corner Post Schedule 40 pipe galvanized | | | | | | | |
| ITEM 95: | 4' | | \$30.00 | \$10.00 | | \$40.00 | |
| ITEM 96: | 5' | | \$30.00 | \$10.00 | | \$20.00 | |
| ITEM 97: | 6' | | \$35.00 | \$10.00 | | \$80.00 | |
| ITEM 98: | 7' | | \$30.00 | \$10.00 | | \$50.00 | |
| ITEM 99: | 8' | | \$40.00 | \$10.00 | | \$106.00 | |
| ITEM 100: | 9' | | \$40.00 | \$10.00 | | \$30.00 | |
| ITEM 101: | 10' | | \$50.00 | \$10.00 | | \$126.00 | |
| ITEM 102: | 11' | | \$50.00 | \$10.00 | | \$50.00 | |
| ITEM 103: | 12' | | \$60.00 | \$10.00 | | \$126.00 | |
| End / Corner Post Schedule 40 pipe vinyl coated | | | | | | | |
| ITEM 104: | 4' | | \$45.00 | \$10.00 | | \$55.00 | |
| ITEM 105: | 5' | | \$48.00 | \$10.00 | | \$45.00 | |
| ITEM 106: | 5' | | \$50.00 | \$10.00 | | \$93.00 | |
| ITEM 107: | 7' | | \$50.00 | \$10.00 | | \$55.00 | |
| ITEM 108: | 8' | | \$60.00 | \$10.00 | | \$121.00 | |
| ITEM 109: | 9' | | \$50.00 | \$10.00 | | \$45.00 | |
| ITEM 110: | 10' | | \$60.00 | \$10.00 | | \$143.00 | |
| ITEM 111: | 11' | | \$50.00 | \$10.00 | | \$60.00 | |
| ITEM 112: | 12' | | \$70.00 | \$10.00 | | \$165.00 | |
| TOTAL GROUP XXI | | | \$848.00 | \$180.00 | | \$1,410.00 | |
| GRAND TOTAL (ALL GROUPS) | | | \$11,705.10 | \$12,864.00 | | \$10,535.65 | |

| GROUP XXII RENTAL OF PORTABLE SELF-STANDING | | ARTEMISA FENCE & ORNAMENTAL | GUARANTEED FENCE CORP. | RONALD M. GIBBONS, INC. |
|---|--|--------------------------------|---------------------------|----------------------------|
| Portable Temporary Construction Panels 6ft H x 6ft W Per LF | | | | |
| Daily | | \$6.00 | \$5.00 | \$36.00 |
| Weekly | | \$6.00 | \$30.00 | \$36.00 |
| Monthly | | \$6.00 | \$100.00 | \$36.00 |
| Portable Temporary Construction Panels with Gate 6ft H x 6ft W Per LF | | | | |
| Daily | | \$6.00 | \$5.00 | \$136.00 |
| Weekly | | \$6.00 | \$30.00 | \$136.00 |
| Monthly | | \$6.00 | \$100.00 | \$136.00 |
| Portable Temporary Construction Panel 8ft H x 12ft W Per LF | | | | |
| Daily | | \$7.00 | \$7.00 | \$96.00 |
| Weekly | | \$7.00 | \$45.00 | \$96.00 |
| Monthly | | \$7.00 | \$120.00 | \$96.00 |
| Portable Temporary Construction Panel with Gate 8ft H x 12ft W Per LF | | | | |
| Daily | | \$7.00 | \$5.00 | \$246.00 |
| Weekly | | \$7.00 | \$30.00 | \$246.00 |
| Monthly | | \$7.00 | \$100.00 | \$246.00 |
| | | \$78.00 | \$577.00 | \$1,542.00 |

GUARANTEED FENCE CORP.
1091 EAST 26TH STREET
HIALEAH, FL 33013
O: (786) 318-0880 F: (786) 318-0881

August 22, 2012

Shirley L. Thomas
City of Miami Beach Procurement Division
1700 Convention Center Drive,
Miami Beach, FL 3319
O: (305) 673-7000 Ext. 3455
F: (305) 673-4011

RE: ITB-40-11/12 Fencing Services Bld Submission

Dear Ms. Thomas,

We are in receipt of your recommendation for groups 7, 11, 15 & 17 of the above referenced bid and at this time we respectfully decline said recommendations.

We would like to thank you for your recommendations but at this time we feel it is our responsibility as a contractor whom has performed work for you on the previous contract to advise the City that selecting multiple contractors to handle certain aspects could have a negative impact for the City. It has been our experience that when different contractors mix a scope of work, there are certainties that will occur. They are as follows:

1. Material and material colors will never match and as such will not be up to the high standards and quality workmanship that the City of Miami Beach sets forth on all of their projects.
2. Another example of conflicts that you are certain to run into would be if a contractor creates what is to be an opening for a 12'-0" gate and said opening is either too small or too large, this in turn will create issues that can be easily avoided by awarding the entire contract to one contractor.

We are sure that we can come up with many more conflicts that will occur when breaking up the contract in the manner that you are choosing but that is not what we are trying to achieve. What we are trying to bring forth is that as in the previous contract (#12-08/09), Murray Fence, Sunrise Security

Agency and Guaranteed Fence were all awarded the contract in the order of lowest bid provided at the time of procurement. Said contractors were not able to provide acceptable quality of work that met your standards and as such, Guaranteed Fence spent the balance of the previously mentioned contract fixing all of the work that was not up to the City's high standards. Guaranteed Fence was able to provide timely and quality workmanship that was required and expected that was not provided by the contractors whom had the lower bid proposals. Our quality of work can be attested to by the following people that we have done work with through the years for the City of Miami Beach:

1. Rhonda Gracie (Greenspace Management)
2. Carlos Da Cruz (Parks & Recreation)
3. Julio Margrisso (Greenspace Management)
4. Jose Izquierdo (Property Management)
5. Domingo Macias (Parks & Recreation)
6. Martha Torres (Public Works)
7. Thais Viera (Capital Improvements)

Please consider speaking to these individuals in regards to how this contract and whom this contract is being awarded to as we feel that the City is about to walk in through the same door as was done in the previous contract. We have provided competitive pricing and we have concerns the lower pricing provided could in the future provide financial issues.

In closing, we would also like to state that nowhere in the solicitation provided at the time of the bid does it state that the City would be awarding certain items and not the contract in its entirety. We want to thank you for the opportunity to continue to work with the City of Miami Beach which we hold in the highest of regards. We wish to remain on your bidder's list as we wish to continue working with you in the future. Thank you for your time and please feel free to contact us with any questions or comments you may have.

Respectfully,



Jorge L. Gomez
President
Guaranteed Fence Corp.

INVITATION TO BID

FENCING SERVICES

ITB NO. 40-11/12

BID ISSUANCE: July 17, 2012
BID OPENING: August 14, 2012 AT 3:00 P.M.

Shirley Thomas, CPPB
PROCUREMENT DIVISION
1700 Convention Center Drive, Miami Beach, FL 33139
Phone: 305-673-7000 ex 6455
Fax: 786-394-4011
E-mail: Shirleythomas@miamibeachfl.gov



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION

Tel: 305-673- 7490, Fax: 786-394-4011

PUBLIC NOTICE

Invitation to Bid No. 40-11/12

Sealed bids will be received by the City of Miami Beach Procurement Division, 3rd Floor, 1700 Convention Center Drive, Miami Beach, Florida 33139, until **3:00 p.m. on August 14, 2012** for:

FENCING SERVICES

ANY BIDS RECEIVED AFTER 3:00 PM ON AUGUST 14, 2012, WILL BE RETURNED TO THE BIDDER UNOPENED, AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING BIDS BEFORE THE STATED TIME AND DATE IS SOLELY THE RESPONSIBILITY OF THE BIDDER. THE CITY WILL NOT BE RESPONSIBLE FOR DELAYS CAUSED BY MAIL, COURIER SERVICE, OR ANY OTHER ENTITY OR OCCURRENCE. FACSIMILE, ELECTRONIC, OR E-MAILED BIDS WILL NOT BE ACCEPTED.

PURPOSE: The purpose of this bid is to establish a contract, by means of sealed bids with a qualified contractor for the supply of all labor, materials, tools, and equipment necessary, which to provide fencing services as the city.

TERM: The contract(s) entered into with the successful bidder(s) will have an initial term of **three (3) years**, and may be renewed at the sole discretion of the City, through its City Manager, for **two (2) additional one (1) year terms**,

A Pre-bid Meeting is scheduled for **July 24, 2012 at 10:00 a.m. at the following address:**

**City of Miami Beach
City Manager's Small Conference Room
1700 Convention Center Drive
Miami Beach, Florida 33139**

Attendance (in person or via telephone) to this Pre-bid meeting is encouraged and recommended as a source of information, but is not mandatory. Bidders interested in participating in the pre-bid submission meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1-877-960-3821 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 2355961# (note that number is followed by the pound (#) key).

Bidders, who are interested in participating via telephone please send an e-mail to Shirleythomas@miamibeachfl.gov, expressing your intent to participate via telephone at least one business day in advance of the meeting.

CONTACT PERSON: Any questions or clarifications concerning this Invitation to Bid shall be submitted to the Procurement Division in writing to Shirley Thomas, by e-mail shirleythomas@miamibeachfl.gov, or facsimile; 786-394-4011 with a copy to the City Clerk's office Rafael E. Granado via e-mail: Rafaelgranado@miamibeachfl.gov, or facsimile; 786-394-4188 The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification

must be received no later than **ten (10)** calendar days prior to the scheduled Bid opening date. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum.

The City of Miami Beach utilizes **BidNet** for automatic notification of bid opportunities and document fulfillment. This system allows for vendors to register online and receive notification of new bids, amendments and awards. Vendors with Internet access should review the registration options at the following website: <http://www.govbids.com/scripts/panhandle/Public/home1.asp>. If you do not have Internet access, please call the **BidNet** support group at 800-677-1997 extension # 214.

Interested bidders who would like to know particulars of this and other bids for the City of Miami Beach should also view the City's Procurement Division's web page at <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE FOLLOWING ORDINANCES/RESOLUTIONS, WHICH MAY BE FOUND ON THE CITY OF MIAMI BEACH WEBSITE: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>:

- CONE OF SILENCE -- ORDINANCE NO. 2002-3378
- CAMPAIGN CONTRIBUTIONS BY VENDORS ORDINANCE NO. 2003-3389.
- CODE OF BUSINESS ETHICS -- RESOLUTION NO. 2000-23879.
- DEBARMENT PROCEEDINGS -- ORDINANCE NO. 2000-3234.
- PROTEST PROCEDURES -- ORDINANCE NO. 2002-3344.
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES -- ORDINANCE NO. 2002-3363
- EQUAL BENEFITS ORDINANCE -- ORDINANCE NO. 2005-3494
- LOCAL PREFERENCE FOR MIAMI BEACH-BASED VENDORS -- ORDINANCE NO. 2003-3413 AND ORDINANCE NO. 2011-3747.
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES -- ORDINANCE NO. 2011-3748.

This bid is not to be construed as an offer by the City of Miami Beach. Bidders interested in pursuing this opportunity are urged to make such investigations and evaluations as they deem advisable, and to reach independent conclusions concerning statements made in this bid and any Addendum or Addenda issued pursuant thereto.

THE CITY OF MIAMI BEACH RESERVES THE RIGHT TO ACCEPT ANY BID DEEMED TO BE IN THE BEST INTEREST OF THE CITY, OR WAIVE ANY IRREGULARITY AND/OR INFORMALITY IN ANY BID, OR REJECT ANY AND/OR ALL BIDS.

Sincerely,

Raul Aguila,
Chief Deputy City Attorney
For Procurement Division



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION
Tel: 305-673-7490, Fax: 786.394.4011

NOTICE TO PROSPECTIVE BIDDERS

ITB 40-11/12

NO BID

If not submitting a bid at this time, please detach this sheet from the bid documents, complete the information requested, and return to the address listed above.

NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

☐ Not responding due to workload issues.

☐ Not responding due to minimum experience requirements.

☐ Not responding due to specifications/scope of services.

☐ Not responding due to timely payment issues

☐ OTHER. (Please specify)

We do ☐ do not ☐ want to be retained on your mailing list for future bids for the type or product and/or service.

Signature: _____

Title: _____

Company: _____

Note: Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the City's bid list.

FENCING SERVICES
ITB NO. 40-11/12

1.0 GENERAL CONDITIONS

1.1 SEALED BIDS:

An original, five (5) copies, and one (1) CD of the complete bid must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified in these General Conditions, and on the attached Special Conditions, Specifications, and Bid Form.

The completed bid must be submitted in a sealed envelope clearly marked with the Bid Title to the City of Miami Beach Procurement Division, 3rd floor, 1700 Convention Center Drive, Miami Beach, Florida 33139. **Facsimile, electronic, or e-mailed bids will not be accepted.**

1.2 EXECUTION OF BID:

The bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign bid shall invalidate same and it shall NOT be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications CANNOT be changed or altered in any way. Altered bids will not be considered. Clarification of bid submitted shall be in letter form, signed by bidders and attached to the bid.

1.3 PRICES QUOTED:

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

1.4 TAXES:

The City of Miami Beach is exempt from all Federal Excise and State taxes. .

1.5 MISTAKES:

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

1.6 CONDITION AND PACKAGING:

It is understood and agreed that any item offered or shipped as a result of this bid shall be the latest new and current model offered (most current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging

1.7 UNDERWRITERS' LABORATORIES:

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.8 BIDDER'S CONDITIONS:

The City Commission reserves the right to waive irregularities or technicalities in bids or to reject all bids or any part of any bid they deem necessary for the best interest of the City of Miami Beach.

1.9 EQUIVALENTS:

If bidder offers makes of equipment or brands of supplies other than those specified in the following, he must so indicate on his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

The Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS INFORMATION.**

Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a bid in complete compliance with the specifications.

1.10 NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested for compliance with specifications. Item delivered, not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in the bidder's name being removed from the City's vendor list.

1.11 SAMPLES:

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Division, 1700 Convention Center Drive, Miami Beach, FL 33139.

1.12 DELIVERY:

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

1.13 INTERPRETATIONS:

Any questions concerning conditions and specifications should be submitted, in writing to the Procurement Division to Shirley Thomas, e-mail: shirleythomas@miamibeachfl.gov; or facsimile 786-394-4011.

1.14 BID OPENING:

All bids received after the date and time for opening of bids specified in the ITB will be returned to the bidder unopened, and will not be considered. The responsibility for submitting bids before the stated time and date is solely the responsibility of the bidder. The City will not be responsible for delays caused by mail, courier service, or any other entity or occurrence. Facsimile, electronic, or e-mailed bids will not be accepted.

1.15 INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the City, unless loss or damage results from the gross negligence or willful misconduct of the City. If the materials or services supplied to the City are found to be defective, or to not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller, and return the product, at the bidder's expense.

1.16 PAYMENT:

Payment will be made by the City after the items have been received, inspected, and found to comply with bid specifications, free of damage or defect and properly invoiced.

1.17 DISPUTES:

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

1.18 LEGAL REQUIREMENTS:

The Bidder shall be required to comply with all Federal, State, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein (Applicable laws). Lack of knowledge or ignorance by the bidder with/of Applicable Laws will in no way be a cause for relief from responsibility.

1.19 PATENTS & ROYALTIES:

The bidder, without exception, shall indemnify and save harmless the City of Miami Beach, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of Miami Beach, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.20 OSHA:

The bidder warrants to the City that any work, services, supplies, materials or equipment supplied pursuant to this bid shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be deemed of contract. Any fines levied because of inadequacies to comply with this condition shall be borne solely by the bidder.

1.21 SPECIAL CONDITIONS:

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

1.22 ANTI-DISCRIMINATION:

The bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.23 AMERICAN WITH DISABILITIES ACT:

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7524 (fax) or 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

1.24 QUALITY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.

1.25 LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where bidders are required to enter or go onto City of Miami Beach property to deliver materials or perform work or services as a result of a bid, the bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance and assure all work complies with all applicable Federal, State of Florida, Miami-Dade County, and City of Miami Beach code, laws, ordinances and/or rules and regulations, including, without limitation, the Florida Building Code. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder, or his/her officers, employees, contractors, and/or agents, for failure to comply with the aforesaid codes, laws, ordinance, and/or rules and regulations.

1.26 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. After acceptance of bid, the City will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions.

1.27 DEFAULT:

Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid surety required as liquidated damages incurred by the City thereby, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the City's bidder's list.

1.28 CANCELLATION:

In the event any of the provisions of this bid are violated by the contractor, the Procurement Division shall give written notice to the bidder stating the deficiencies and unless deficiencies are corrected within ten (10) days, from the date of the City's notice, the City through its City Manager, may declare the contract in default and terminate same without further notice required to the bidder. Notwithstanding the preceding, the City, through its City Manager, also reserves the right to terminate any contract at any time and for any

reason without cause and for convenience and without any monetary liability to the City, upon giving thirty (30) days prior written notice to the bidder.

1.29 BILLING INSTRUCTIONS:

Invoices unless otherwise indicated, must show purchase order number and shall be submitted to the ordering City department.

1.30 VENDORS DELIVERING TO THE CITY OF MIAMI BEACH:

Receiving hours are Monday through Friday, excluding holidays, from 8:30 A.M. to 5:00 .m.

1.31 SUBSTITUTIONS:

The City WILL NOT accept substitute shipments of any kind. Bidder is expected to furnish the brand quoted in its bid. Any substitute shipments will be returned at the bidder's expense.

1.32 FACILITIES:

The City, through its City Manager or his/her authorized designee, reserves the right to inspect the Bidder's facilities at any time, upon reasonable prior written or verbal notice.

1.33 PROTEST PROCEDURES:

Bidders that are not selected may protest any recommendation for contract award in accordance with City of Miami Beach Ordinance No. 2002-3344, which establishes procedures for resulting protested bids and proposed awards. **Protest not timely made pursuant to the requirements of Ordinance No. 2002-3344 shall be barred.**

1.34 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:

If a bidder is in doubt as to the true meaning of the Specifications or other bid documents, or any part thereof, the bidder must submit to the City, at least ten (10) calendar days prior to the scheduled bid opening date, a request for clarification.

Any interpretation of the bid, if made, will be made only by Addendum duly issued by the City. In the event of conflict with the original specifications, the Addendum shall supersede such specifications, to the extent specified. Subsequent Addendum shall govern over prior Addendum only to the extent specified. The bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided on the Bid Form. Failure to acknowledge Addendum may deem a bid non-responsive. All responses to questions/clarifications will be sent to bidders in the form of an Addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** The City will not be responsible for any other explanation or interpretation made verbally or in writing by any City representative.

Any questions or clarifications concerning this Invitation to Bid shall be submitted in writing to the Procurement Division to Shirley Thomas, via e-mail shirleythomas@miamibeachfl.gov or facsimile 786-394-4011 with a copy to the City Clerk RafaelGranado@miamibeachfl.gov. The bid title/number shall be referenced on all correspondence. All questions must be received no later than ten (10) calendar days prior to the scheduled bid opening date.

1.35 DEMONSTRATION OF COMPETENCY:

1) Pre-award inspection of the bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this bid. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions of this bid.

The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.

2) The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a bidder, including past performance (experience), in making an award that is in the best interest of the City.

3) The City may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City. Any conflicts between this material information provided by the source of supply and the information contained in the bidder's bid may render the bid non-responsive.

4) The City may, during the period that the contract between the City and the successful bidder is in force, review the successful bidder's record of performance to ensure that the bidder is continuing to provide sufficient financial support, equipment, and organization as prescribed in this bid. Irrespective of the bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful bidder no longer possesses the financial support, equipment, and organization which would have been necessary during the bid evaluation period in order to comply with the demonstration of competency required under this subsection 1.37.

1.36 DETERMINATION OF AWARD:

The City Commission shall award the contract to the lowest and best bidder. In determining the lowest and best bidder, in addition to price, there shall be considered the following:

- a. The ability, capacity and skill of the bidder to perform the Contract.
- b. Whether the bidder can perform the Contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.

1.37 ASSIGNMENT:

The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

1.38 LAWS, PERMITS AND REGULATIONS:

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all applicable laws.

1.39 OPTIONAL CONTRACT USAGE:

As provided in Section 287.042 (17), Florida Statutes, other State agencies may purchase from the resulting contract, provided the Department of Management Services, Division of Procurement, has certified its use to be cost effective and in the best interest of the State. Contractors have the option of selling these commodities or services certified by the Division to the other State agencies at the agencies option.

1.40 SPOT MARKET PURCHASES:

It is the intent of the City to purchase the items specifically listed in this bid from the successful bidder. However, items that are to be a "Spot Market" Purchase may be purchased by other methods (i.e. Federal, State or local contracts).

1.41 ELIMINATION FROM CONSIDERATION:

This bid shall not be awarded to any person or firm who is in arrears to the City upon any debt, taxes or contracts which are defaulted as surety or otherwise upon any obligation to the City.

1.42 WAIVER OF INFORMALITIES:

The City reserves the right to waive any informalities or irregularities in this bid.

1.43 ESTIMATED QUANTITIES:

Estimated quantities or estimated dollars, if provided, are for City guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this bid. Estimates are based upon the City's actual needs and/or usage during a previous contract period. The City may use said estimates for purposes of determining whether the low bidder meets specifications.

1.44 COLLUSION:

Where two (2) or more related parties each submit a bid or bids for any contract, such bids or bids shall be presumed to be **collusive**. The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bid or bids. "Related parties" means bidders or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract, or in which a parent company or the principals thereof of one (1) bidder have a direct or indirect ownership interest in another bidder for the same contract. Bid or bids found to be collusive shall be rejected.

Bidders who have been found to have engaged in collusion may also be suspended or debarred, and any contract resulting from collusive bidding may be terminated for cause.

1.45 DISPUTES:

In the event of a conflict between the bid documents, the order of priority of the documents shall be as follows:

- Any contract or agreement resulting from the award of this Bid (if applicable); then
- Addendum issued for this with the latest Addendum taking precedence; then
- The Bid; then
- The bidder's bid in response hereto

1.46 REASONABLE ACCOMMODATION:

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the Public Works Department at (305) 673-7080.

1.47 GRATUITIES:

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, contractor, or agent of the City, for the purpose of influencing consideration of this bid.

1.48 SIGNED BID CONSIDERED AN OFFER:

The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon award of the bid by the City Commission. In case of default on the part of the successful bidder, after such acceptance, the City may procure the items or services from other sources and hold the bidder responsible for any excess cost occasioned or incurred thereby.

1.49 TIE BIDS:

In accordance with Florida Statutes Section 287.087, regarding identical tie bids, preference will be given to bidders certifying that they have implemented a drug free work place program. A certification form will be required at the time of Bid submission.

1.50 PUBLIC ENTITY CRIMES (PEC):

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.51 DELIVERY TIME:

Bidders shall specify on the attached Bid Form, the guaranteed delivery time (in calendar days) for each item. It must be a firm delivery time; no ranges will be accepted, i.e.; 12-14 days will be accepted.

1.52 CONE OF SILENCE

This bid is subject to the "Cone of Silence" in accordance with Ordinance No. 2002-3378. A copy of all written communication(s) regarding this bid must be filed with the city clerk via e-mail RafaelGranado@miamibeachfl.gov.

PURSUANT TO THE CITY'S CONE OF SILENCE ORDINANCE, AS CODIFIED IN SECTION 2-486 OF THE CITY CODE, BIDDERS ARE ADVISED THAT ORAL COMMUNICATIONS BETWEEN THE BIDDERS, OR THEIR REPRESENTATIVES AND 1) THE MAYOR AND CITY COMMISSIONERS AND THEIR RESPECTIVE STAFF; OR 2) MEMBERS OF THE CITY'S ADMINISTRATIVE STAFF (INCLUDING BUT NOT LIMITED TO THE CITY MANAGER AND HIS STAFF); OR 3) EVALUATION COMMITTEE MEMBERS, IS PROHIBITED.

1.53 TERMINATION FOR DEFAULT

If the successful bidder shall fail to fulfill in a timely manner, or otherwise violate, any of the covenants, agreements, or stipulations material to the bid and/or the contract entered into with the City pursuant thereto, the City shall thereupon have the right to terminate the work and/or services then remaining to be performed by giving written notice to the bidder of such termination, which shall become effective upon receipt by the bidder of the written termination notice.

In that event, the City shall compensate the successful bidder in accordance with the term of the contract for all work and/or services satisfactorily performed by the bidder prior to termination, net of any costs incurred by the City as a consequence of the default.

Notwithstanding the above, the successful bidder shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the bidder, and the City may reasonably withhold payments to the successful bidder for the purposes of set off until such time as the exact amount of damages due the City from the successful bidder is determined.

The City may, at its discretion, provide reasonable "cure period" for any contractual violation prior to termination of the contract; should the successful bidder fail to take the corrective action specified in the City's notice of default within the allotted cure period, then the City may proceed to terminate the contract for cause in accordance with this subsection 1.56.

1.54 TERMINATION FOR CONVENIENCE OF CITY

The City may, for its convenience, terminate the work and/or services then remaining to be performed, at any time, by giving written notice to the successful bidder of such termination, which shall become effective thirty (30) days following receipt by bidder of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the contract is terminated by the City as provided in this subsection, the City shall compensate the successful bidder in accordance with the terms of the contract for all and without cause and/or any resulting liability to the City, work and/or services actually performed by the successful bidder, and shall also compensate the bidder for its reasonable direct costs in assembling and delivering to City all documents. No compensation shall be due to the successful bidder for any profits that the successful bidder expected to earn on the balanced of the contract. Such payments shall be the total extent of the City's liability to the successful bidder upon a termination as provided for in this subsection.

1.55 INSURANCE AND INDEMNIFICATION:

(See Check List for applicability to this contract)

The successful bidder shall be responsible for his work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project. The bidder shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the bidder is acting as an independent contractor, and not as an agent or employees of the City.

The successful bidder, at all times during the full term of the contract, shall comply with the following requirements:

No change or cancellation in insurance shall be made without thirty (30) days written notice

to the City of Miami Beach Risk Manager.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+:VI or better per Best's Key Rating Guide, latest edition.

Original signed certificates of insurance, evidencing such coverages and endorsements as required herein, shall be filed with and approved by the City's Risk Manager before work is started. The certificate must state Bid Number and Title. Upon expiration of the required insurance, the successful bidder must submit updated certificates of insurance for as long a period as any work and/or services are still in progress.

It is understood and agreed that all policies of insurance provided by the bidder are primary coverage to any insurance or self-insurance the City of Miami Beach possesses that may apply to a loss resulting from the work and/or services performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the City's Risk Manager.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The contractor hereby agrees to indemnify and hold harmless the City of Miami Beach, a municipal corporation, its officers, agents, and employees from all claims for bodily injuries to the public, in and up to the amount of \$1,000,000.00, for each occurrence and for all damages to the property of others, in and up to the amount of \$1,000,000.00, for each occurrence per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the contractor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity shall apply to any and all claims and suits other than claims and suits arising out of the gross negligence or willful misconduct of the City of Miami Beach, its officers, agents, and employees.

The bidder will notify its insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The bidder will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Miami Beach under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The bidder will secure and maintain policies of subcontractors. All policies shall be made available to the City upon demand. Compliance by the contractor and all subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the contractor and all subcontractors of their liabilities and obligations under any section of this contract. Bidder shall be as fully responsible to the City for the acts and omissions of the subcontractor and of persons employed by it as it is for acts and omissions of persons directly employed by it.

Insurance coverage required in these specifications shall be in force throughout the contract term. Should the successful bidder fail to provide acceptable evidence of current insurance within seven days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract in default and proceed to terminate same. Please note that the City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.

1.56 MODIFICATION/WITHDRAWALS OF BIDS:

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the bid due date and time. Modifications received after the bid due date and time will NOT be considered. Bids shall be irrevocable until contract award unless withdrawn in writing prior to the bid due date or after expiration of **120** calendar days from the opening of Bids without a contract award. Letters of withdrawal received after the bid due date and before said expiration date and letters of withdrawal received after contract award will NOT be considered.

1.57 EXCEPTIONS TO BID

Bidders are strongly encouraged to thoroughly review the specifications and all conditions set forth in this bid. Bidders who fail to satisfy the requirements in this bid, may be deemed non-responsive and receive no further consideration. Should your proposed bid not be able to meet one (1) or more of the requirements set forth in this BID and you are proposing alternatives to said requirements, you must notify the Procurement Office in writing at least five (5) days prior to the deadline for submission of bids. The City reserves the right to revise the scope of services via Addendum prior to the deadline for receipt of bids.

1.58 FLORIDA PUBLIC RECORDS LAW

Bidders are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the bids, whichever is earlier.

1.59 MIAMI BEACH BASED VENDORS

A preference will be given to a responsive and responsible Miami Beach-based vendor, who is within five percent (5%) of the lowest and best bidder, an opportunity of providing said goods or contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more Miami Beach-based vendors constitute the lowest bid for a competitively bid purchase, and such bids are responsive and otherwise equal with respect to quality and service, then the award shall be made to the Miami Beach-based vendor having the greatest number of its employees that are Miami Beach residents. Whenever, two or more Miami Beach-based vendors have the same number of its employees that are Miami Beach residents, then the award shall be made to the Miami Beach- based vendor who is certified by Miami-Dade County as a Minority or Women Business Enterprise.

1.60 VETERAN BUSINESS ENTERPRISES

The City shall give a preference to a responsive and responsible bidder which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest and best bidder, by providing such bidder an opportunity of providing said goods or contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more bidders which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest bid pursuant to an bid or oral or written request for

quotation, and such bids are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

FENCING SERVICES

ITB No. 40-11/12

2.0 SPECIAL CONDITIONS

2.1 PURPOSE:

The purpose of this bid is to establish a contract, by means of sealed bids with a qualified vendor (s) to provide fencing services as specified herein.

2.2 TERM OF CONTRACT:

This Contract shall remain in effect for a period of **three (3) years** from date of contract execution by the Mayor and City Clerk.

2.2.1 Providing the successful bidders (s) will agree to maintain the same price, terms and conditions of the current contract, this contract may be renewed at the sole discretion of the City, through its City manager, for **two (2) additional one (1) year** terms, if mutually agreed upon by both parties.

2.2.2 In the event that the contract is held beyond the term herein provided it shall only be from a month-to month basis only and shall not constitute an implied renewal of the contract. Said month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

2.3 METHOD OF AWARD:

Award of this contract will be made to the Lowest and Best Bidder, as defined in General Conditions 1.36, whose bid will be the most advantageous to the City of Miami Beach.

Bidders do not have to bid on all Groups to be considered for award. The City reserves the right to award per group and/or multiple bidders, if deemed in the best interest of the City.

2.4 PAYMENT:

Invoices for payment will be submitted as inspections and/or repairs have been completed for the duration of contract. Invoices will be subject to verification and approval by Property Management; Contract Administrator, or his/her designated representative.

2.5 SHIPPING TERMS:

Prices shall include freight to City's premises, and shall be F.O.B. Destination. The successful bidder shall hold title to the goods until such time as they are delivered, installed and accepted by an authorized City representative.

2.6 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the bidder is awarded a contract under this bid solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the term of this contract; provided, however, that the bidder may offer incentive discounts from this fixed price to the City at any time during the contract term. The City is also interested in receiving bids that include flexible pricing terms that provide the City with maximum options and flexibility as regulatory and marketplace changes take place.

2.6.1 OPTION TO RENEW WITH PRICE ADJUSTMENT:

The contract may be extended at the sole discretion of the City, through its City Manager,

for **two (2) additional one (1) year terms**, if mutually agreed upon by both parties. Prior to completion of each exercised contract term, the City may consider an adjustment to price based on Consumer Price Index increase. Change shall not be more than the percentage increase or decrease in the Consumer Price Index CPI-U (all urban areas) computed 60 days prior to the anniversary date of the contract.

It is the successful bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the successful bidder's request for adjustment should be submitted 60 days prior to expiration of the then current contract term.

The bidder adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the successful bidder, the City will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The City of Miami Beach reserves the right to accept the renewal adjustment or to allow the contract to terminate and re-advertise for bids, whichever is in the best interest of the City.

2.7 REFERENCES (PROVIDE REFERENCES, IN THE CUSTOMER REFERENCE FORM)

Each bid must be accompanied by a minimum of five (5) references of clients or government organizations for which the bidder is currently furnishing or has furnished similar services. Reference shall include the name of the company, a contact person, the telephone number and e-mail address. Should this information be omitted, the City reserves the right to request the omitted information.

2.8 RESPONSE TIME:

Failure to respond to a service call within the specified time may result in the successful vendor paying any and all costs associated with the repairs performed by a secondary vendor. This will be discussed in detail at the pre-performance conference

2.9 ADDITIONS/DELETIONS OF FACILITIES:

Although this Solicitation may identify facilities to be serviced, it is hereby agreed and understood that any facility may be added/deleted to/from this contract at the option of the City. When an addition to the contract is required, successful bidder(s) under this contract shall be invited to submit price quotes for these new facilities. If these quotes are comparable with prices offered for similar services, the award(s) shall be made to the lowest responsible bidder(s) meeting specifications in the best interest of the City and a separate purchase order shall be issued by the City.

2.10 LIQUIDATED DAMAGES:

Failure to complete work order within the specified time may result in the successful bidder being assessed the additional cost incurred by the City (liquidated damages) for any and all costs associated with the services performed by a secondary vendor.

2.11 WARRANTY/GUARANTEE:

The successful bidder will be required to warranty all equipment and parts supplied for a period of one (1) year. The successful bidder will be required to guarantee all work performed for repair for a minimum of one (1) year.

2.12 HOURLY RATE:

The hourly rate quoted shall include full compensation for labor, equipment use, travel time, fuel, and any other cost to the bidder. Hourly labor rates are specified as follows:

Hourly Labor Rate I – hourly rate for straight time repairs, i.e. from 8:00 a.m. to 5:00 p.m. Monday – Friday (rate to include labor and travel, parts are not included).

Hourly Labor Rate II - hourly rate for overtime repairs, i.e. before 8:00 a.m. or after 5:00 p.m., or on weekends or holidays (rate to include labor and travel, parts not included.)

Contract will not be paid at over time hourly labor rate(s) unless specific authorization is obtained from the Property Management's Contract Administrator.

2.13 PARTS AND SUPPLIES AT COST:

Bids for parts and supplies shall be submitted at the successful bidder's cost. Evidence of said costs shall be submitted with invoice, for each repair or service call. Proof of costs shall be printed, properly identified, and dated as to issuance and effectiveness.

2.14 COMPLETE PROJECT REQUIRED:

These specifications describe the various items or classes of work required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

2.15 FACILITY LOCATION: N/A

2.16 PURCHASE OF ITEMS NOT LISTED WITHIN THIS SOLICITATION:

While the City has listed all major items on the bid, there may be additional items or services that must be requested by the City during the term of this contract. Under these circumstances, the successful bidder(s) shall be invited to submit price quotes for the additional items or services. The City reserves the right to award these items to the lowest responsible bidder or to bid the items through a separate solicitation, as deemed in the best interest of the City.

2.17 MIAMI-DADE/STATE CONTRACTS:

The City reserves the right to purchase supplies such as the ones specified in this contract from Miami Dade County or State Contract Vendors should it be determined that it is in the City's best interest.

2.18 CUSTOMER SERVICE:

Excellent customer service is the standard of the City of Miami Beach. As contract employees of the City, all employees will be required to adhere to the City's "Service Excellence" standards and expected to conduct themselves in a professional, courteous and ethical manner in all situations. The successful bidder's employees must work as a cooperative team of well-trained professionals, and must serve the public with dignity and respect. All business transactions with the City will be conducted with honesty, integrity, and dedication.

2.19 EQUAL BENEFITS ORDINANCE:

Bidders are advised that any contract awarded pursuant to this Invitation to Bid shall be subject to the applicable provisions of Ordinance No. 2005-3494, entitled "Requirement for City Contractors to Provide Equal Benefits for Domestic Partners (the "Ordinance")." The

Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

All bidders shall complete and return, with their bids, the "Declaration: Non-discrimination in Contracts and Benefits" form contained herein.

The City shall not enter into any contract unless the bidder certifies that such firm does not discriminate in the provision of Benefits between employees with Domestic Partners and employees with spouses and/or between the Domestic Partners and spouses of such employees. Contractors may also comply with the Ordinance by providing an employee with the Cash Equivalent of such Benefit or Benefits, if the City Manager or his designee determines that the contractor has made reasonable yet unsuccessful effort to provide Equal Benefits. The vendor shall complete and return the "Reasonable Measures Application" contained herein, and the Cash Equivalent proposed.

It is important to note that Contractors are considered in compliance if Contractor provides benefits neither to employees' spouses nor to employees' Domestic Partners.

Attached to this ITB please find the following documents that need to be returned to the City with your with your bid, of if omitted as part of your bid submission, within five (5) calendar days after receipt of written request from the City:

- **Declaration: Nondiscrimination in Contracts and Benefits Form**
- **Reasonable Measures Application Form**
- **Substantial Compliance Authorization Form**

2.20 COMPLIANCE WITH CITY'S LIVING WAGE LAW:

Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, Bidders shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:

- Commencing with City fiscal year 2011-12 (October 1, 2011), the hourly living wage rate will be \$10.72/hr with health benefits, and \$12.17/hr without benefits; and
- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Bidders/Proposers' failure to comply with this provision shall be deemed a material breach under this BID/RFP, under which the City may, at its sole option, immediately deem said bidder/proposer as non-responsive, and may further subject bidder/proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. The attached Living Wage Certification form must be executed and submitted as part of your bid/proposal, or if omitted, within five (5) calendar days upon receipt of request from the City.

Should the Mayor and City Commission decide to index the Living Wage rates in September

of 2013, then the City will notify all contractors/vendors subject to the Living Wage requirements, of such living wage increase; whether the proposed increase will result in a proportionate increase to their contract rates/cost; and; if yes, what are the requested revised billing rates.

It is important to note that the City will **ONLY** allow for an increase to the billing rates proportionate to the living wage increase, plus pertinent taxes (FICA and MICA).

2.21 REQUIREMENTS FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS:

The contract awarded pursuant to this RFP is subject to the City's Equal Benefits Ordinance (as adopted pursuant to Ordinance No. 2005-3494, and as codified in Section 373 of the City Code entitled, "Requirement for City Contractors to Provide Equal Benefits for Domestic Partners; and hereafter referred to as the "Ordinance").

The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

The City shall not enter into any contract unless the bidder certifies that such firm does not discriminate in the provision of Benefits between employees with Domestic Partners and employees with spouses and/or between the Domestic Partners and spouses of such employees. Contractors may also comply with the Ordinance by providing an employee with the Cash Equivalent of such Benefit or Benefits, if the City Manager or his designee determines that the Contractor has made reasonable yet unsuccessful effort to provide Equal Benefits. The Contractor shall complete and return the "Reasonable Measures Application" contained herein, and the Cash Equivalent proposed.

It is important to note that Contractors are considered in compliance if Contractor provides benefits neither to employees' spouses nor to employees' Domestic Partners.

Attached to this BID please find the following documents that need to be returned to the City with your Bid, or if omitted as part of your Bid submission, within five (5) calendar days after receipt of written request from the City:

- **Declaration: Nondiscrimination in Contracts and Benefits Form**
- **Reasonable Measures Application Form**
- **Substantial Compliance Authorization Form**

FENCING SERVICES

ITB # 40-11/12

3.0 MINIMUM SPECIFICATIONS

3.1 GENERAL

The purpose of this bid is to establish a contract, by means of sealed bids, for the purchase of parts, supply and repair services to include all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified herein, from a source(s) of supply that will give prompt and efficient service.

3.2. SCOPE OF SERVICES

Successful bidder(s) will be required to provide fencing services to the Public Works, Parks and Recreation, and other City Departments. The City will issue purchase Orders to the selected vendor(s) for the provision of labor, transportation, materials, tools, and equipment necessary to provide fencing services on an as needed basis throughout the year, as specified in bid proposal (**Groups I through XX**).

Successful bidders must install new fencing or be able to provide replacing parts, and/or to repair the existing fencing. Replacing parts must be equal parts, different parts are not acceptable.

Service must be provided from Monday thru Friday, from 8:30 AM until 5:00 PM on any service. (Excluding holidays)

Service must be initiated and completed within two (2) working days, unless otherwise specified.

FURNISH AND INSTALL REQUIREMENTS

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required to the satisfactory completion of the project.

LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and Approval of the City's Project Manager.

LICENSES, PERMITS AND FEES

The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the City or the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor.

CLEAN-UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

- 3.3 SERVICES NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:**
While the City has listed all major items within this solicitation which are utilized by City departments in conjunction with their operations, there may be similar items that must be purchased by the City during the term of this contract. Under these circumstances, a City representative will contact the primary vendor to obtain a price quote for the similar items. If there are multiple vendors on the contract, the City representative may also obtain price quotes from these vendors. The City reserves the right to award these similar items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.
- 3.4 MINIMUM REQUIREMENTS:**
Prospective bidders must have been in business for a minimum of five (5) years providing fencing services, and must submit with their bids five (5) References.

FENCING SERVICES

ITB # 40-11/12

4.0 BID FORMAT

In order for bids to be considered, Bidders must submit with their bid, evidence that they are qualified to satisfactorily perform the specified service. The evidence will consist of listing of contracts for similar materials that have been provided to public and private sector clients, within the last five (5) years. If any items are omitted, Bidders must submit the documentation within five (5) calendar days upon request from the City, or the bid shall be deemed non-responsive. **The City will not accept fee/cost information after deadline for receipt of Bids.**

1. Table of Contents

Outline in sequential order the major areas of the Bid, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

2. Bid should address all items listed below:

Bidder must respond to all minimum requirements listed below. Bids which do not contain such documentation may be deemed non-responsive. Bidder will be required to provide fencing services to the various City Departments.

a) **Introduction letter** outlining the bidders' professional specialization; provide past experience to support the qualifications of the Bidder. Bidders shall submit documents that provide evidence as to the capability to provide and implement the services as outlined in this ITB.

b) **Bidders must provide documentation** which demonstrates their ability to satisfy all of the requirements detailed in this ITB.

c) **References:** List at least five (5) client references, to include contact name, title, company, address, telephone number, **e-mail address**, fax number.

d) **Qualifications of Bidder:** Outline in detail the experience and qualifications of the business and individual members of the Bidder entity and experience of Bidder and/or Bidder members in providing similar projects/programs as the one proposed. Prospective bidders must have been in business for a minimum of five (5) years

e) **Past Performance Client Survey Information:**

Past performance information will be collected on all Bidders. Bidders are required to identify and submit their best projects. Bidders will be required to send out Performance Evaluation Surveys to each of their clients.

Please provide your client with the Performance Evaluation Letter and Survey attached herein, and request that your client submit the completed survey to Shirley Thomas, at (Fax) 786-394-4011 or (e-mail) shirleythomas@miamibeachfl.gov;

and a copy to Raul Aguila at (e-mail) RaulAguila@miamibeachfl.gov

Surveys must be sent to the Procurement Division directly from your client's office(s). Bidders are responsible for making sure their clients return the Performance Evaluation Surveys to the City. The City reserves the right to verify and confirm any information submitted in this process. Such verification may include, but is not limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data.

f) **Cost Information:** Cost Information must be submitted with bid.

g) **Acknowledgment of Addenda:**

(IF REQUIRED BY ADDENDUM) and Bid Information forms.

3. Any other Documents Required by this ITB.

FENCING SERVICES
ITB # 41-11/12

APPENDIX "A"

BID PROPOSAL 1 OF 11 (Revised)

COMPANY NAME: Ronald M. Gibbons, Inc.

Bidder must include in their price supervision of work all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified in each group.

GROUP I: GALVANIZED CHAIN LINK FENCE

All chain link fences, all framework schedule .40 pipe Line post 2.5 OD, end corner post 3" OD, top rail 1 5/8" OD, bottom tension wire 7 gauge, all fittings malleable, all fabric #9 gauge hot dip 1.2 ounces. Unless otherwise specified in The City of Miami Beach Building Department chain link requirements.

| | | PRICE |
|----------------|-----------------------------|-----------|
| ITEM 1: | 4' high chain link fence | |
| | Up to 250' LF. per LF. | \$ 9.55 |
| | Over 250' LF. per LF. | \$ 9.25 |
| ITEM 2: | 5' high chain link fence | |
| | Up to 250' LF. per LF. | \$ 11.50 |
| | Over 250' LF. per LF. | \$ 11.25 |
| ITEM 3: | 6' high chain link fence | |
| | Up to 250' LF. per LF. | \$ 13.00 |
| | Over 250' LF. per LF. | \$ 12.50 |
| ITEM 4: | 8' high chain link fence | |
| | Up to 250' LF. per LF. | \$ 16.50 |
| | Over 250' LF. per LF. | \$ 16.25 |
| ITEM 5: | 10' high chain link fence | |
| | Up to 250' LF. per LF. | \$ 21.00 |
| | Over 250' LF. per LF. | \$ 20.00 |
| ITEM 6: | 12' high chain link fence | |
| | Up to 250' LF. per LF. | \$ 24.00 |
| | Over 250' LF. per LF. | \$ 23.50 |
| ITEM 7: | Chain link fence misc items | |
| | 1 5/8" top rail | |
| | Up to 250' LF. per LF. | \$ 4.25 |
| | Over 250' LF. per LF. | \$ 3.50 |
| TOTAL GROUP I: | | \$ 196.05 |
| | | 1 thru 7 |

BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.

FENCING SERVICES
ITB # 40-11/12
BID PROPOSAL 2 OF 11

COMPANY NAME: Ronald M. Gibbons, Inc.

Bidder must include in their price supervision of work all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified in each group.

GROUP II: VINYL COATED CHAIN LINK FENCE

All frame work schedule .40 pipe with vinyl coating, line post 2.5 OD, end corner posts 3" OD, top rail 1 5/8" OD, bottom tension wire #7 gauge, fabric #9 gauge core with #6 gauge vinyl finish. Unless otherwise specified in The City of Miami Beach Building Department chain link requirements

| | PRICE |
|---|--------------|
| ITEM 8: 4' high chain link fence | |
| Up to 250'LF. per LF. | \$ 11.60 |
| Over 250'LF. per LF. | \$ 11.30 |
| ITEM 9: 5' high chain link fence | |
| Up to 250'LF. per LF. | \$ 13.50 |
| Over 250' LF. per LF. | \$ 13.20 |
| ITEM 10: 6' high chain link fence | |
| Up to 250'LF. per LF. | \$ 15.20 |
| Over 250'LF. per LF. | \$ 14.50 |
| ITEM 11: 8' high chain link fence | |
| Up to 250'LF. per LF. | \$ 20.50 |
| Over 250'LF. per LF. | \$ 19.00 |
| ITEM 12: 10' high chain link fence | |
| Up to 250'LF per LF. | \$ 27.00 |
| Over 250'LF. per LF. | \$ 26.00 |
| ITEM 13: 12' high chain link fence | |
| Up to 250LF. per LF. | \$ 29.10 |
| Over 250'LF. per LF. | \$ 28.10 |
| ITEM 14: Chain link fence misc items | |
| 1 5/8" top rail | |
| Up to 250' LF. per LF. | \$ 3.60 |
| Over 250' LF. per LF. | \$ 3.60 |
| TOTAL GROUP II: | \$ 236.20 |
| | 8 thru 14 |

BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.

FENCING SERVICES
ITB # 40-11/12
BID PROPOSAL 3 of 11

Ronald M. Gibbons, Inc.

COMPANY NAME:

Bidder must include in their price supervision of work all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified in each group.

GROUP III: CHAIN LINK GATES ALL GALVANIZED

Single leaf gates complete with posts as specified in The City of Miami Beach Building Department chain link requirements

| | | |
|----------|----------------------------|-----------|
| ITEM 15: | 4' high x 4 wide per gate | \$ 138.00 |
| ITEM 16: | 4' high x 6 wide per gate | \$ 152.00 |
| ITEM 17: | 4' high x 8 wide per gate | \$ 166.00 |
| ITEM 18: | 5' high x 4 wide per gate | \$ 146.00 |
| ITEM 19: | 5' high x 6 wide per gate | \$ 166.00 |
| ITEM 20: | 5' high x 8 wide per gate | \$ 186.00 |
| ITEM 21: | 6' high x 4 wide per gate | \$ 187.00 |
| ITEM 22: | 6' high x 6 wide per gate | \$ 208.00 |
| ITEM 23: | 6' high x 8 wide per gate | \$ 229.00 |
| ITEM 24: | 6' high x 10 wide per gate | \$ 250.00 |
| ITEM 25: | 6' high x 12 wide per gate | \$ 272.00 |

Note: when using double access gate single gate item will be multiplied by 2 for correct gate size.

TOTAL GROUP III: \$ 2,100.00
15 thru 25

BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.

GROUP IV: CHAIN LINK GATES ALL VINYL COATED

Single leaf gate complete with posts as specified in The City of Miami Beach Building Department chain link requirements

| | | |
|----------|----------------------------|-----------|
| ITEM 26: | 4' high x 4 wide per gate | \$ 166.00 |
| ITEM 27: | 4' high x 6 wide per gate | \$ 184.00 |
| ITEM 28: | 4' high x 8 wide per gate | \$ 202.00 |
| ITEM 29: | 5' high x 4 wide per gate | \$ 224.00 |
| ITEM 30: | 5' high x 6 wide per gate | \$ 246.00 |
| ITEM 31: | 5' high x 8 wide per gate | \$ 267.00 |
| ITEM 32: | 6' high x 4 wide per gate | \$ 247.00 |
| ITEM 33: | 6' high x 6 wide per gate | \$ 270.00 |
| ITEM 34: | 6' high x 8 wide per gate | \$ 291.00 |
| ITEM 35: | 6' high x 10 wide per gate | \$ 316.00 |
| ITEM 36: | 6' high x 12 wide per gate | \$ 338.00 |

TOTAL GROUP IV: \$ 2,751.00
26 thru 36

BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.

FENCING SERVICES
ITB # 41-11/12
BID PROPOSAL 4 of 11

Ronald M. Gibbons, Inc.

COMPANYNAME: _____

Bidder must include in their price supervision of work all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified in each group.

GROUP V: CHAIN LINK GATES ALL GALVANIZED

As specified in The City of Miami Beach Building Department chain link requirements

| | PRICE |
|---------------------------|----------|
| ITEM 37: 8' high per LF. | \$ 38.00 |
| ITEM 38: 10' high per LF. | \$ 47.50 |
| ITEM 39: 12' high per LF. | \$ 57.00 |

TOTAL GROUP V: \$ 142.50

37 thru 39

BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.

GROUP VI: CHAIN LINK GATES ALL VINYL COATED

As specified in The City of Miami Beach Building Department chain link requirements

| | |
|---------------------------|----------|
| ITEM 40: 8' high per LF. | \$ 80.00 |
| ITEM 41: 10' high per LF. | \$ 88.00 |
| ITEM 42: 12' high per LF. | \$ 96.00 |

TOTAL GROUP VI: \$ 264.00

40 thru 42

BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.

GROUP VII: TEMPORARY CHAIN LINK FENCE GALVANIZED

Using 1 5/8" line post, top #9 gauge tension wire, and price to include removal. As specified in the City of Miami Beach Building Department chain link requirements

| | |
|--------------------------|---------|
| ITEM 43: 6' high per LF. | \$ 3.80 |
| ITEM 44: 8' high per LF. | \$ 5.80 |

Temporary Double Gates and Single Gates

| | |
|--------------------------------------|-----------|
| ITEM 45: 6'x6' single gate per gate | \$ 100.00 |
| ITEM 46: 6'x20' double gate per gate | \$ 250.00 |
| ITEM 47: 8'x6' single gate per gate | \$ 100.00 |
| ITEM 48: 8'x20' double gate per gate | \$ 250.00 |

TOTAL GROUP VII: \$ 709.60

43 thru 48

BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.

FENCING SERVICES
ITB # 40-11/12
BID PROPOSAL 5 of 11

COMPANY NAME: Ronald M. Gibbons, Inc.

Bidder must include in their price supervision of work all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified in each group.

GROUP VIII: WIND SCREEN BLACK OR GREEN 75% BLOCK

| | PRICE |
|---------------------------|------------|
| ITEM 49: 4' high per LF. | \$ 2.50 |
| ITEM 50: 5' high per LF. | \$ 3.00 |
| ITEM 51: 6' high per LF. | \$ 3.60 |
| ITEM 52: 8' high per LF. | \$ 4.80 |
| ITEM 53: 10' high per LF. | \$ 8.00 |
| ITEM 54: 12' high per LF. | \$ 9.50 |
| TOTAL GROUP VIII: | \$ 31.40 |
| | 49 thru 54 |

BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.

GROUP IX: STATIONARY BOLLARD POSTS

Schedule 40 pipe painted osha yellow filled with concrete 4' above ground

| | |
|----------------------------|------------|
| ITEM 55: 4" OD per bollard | \$ 160.00 |
| ITEM 56: 6" OD per bollard | \$ 260.00 |
| TOTAL GROUP IX: | \$ 420.00 |
| | 55 thru 56 |

BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.

GROUP X: REMOVABLE BOLLARD WITH BOTTOM SLEEVE

| | |
|----------------------------|------------|
| ITEM 57: 4" OD per bollard | \$ 210.00 |
| ITEM 58: 6" OD per bollard | \$ 380.00 |
| TOTAL GROUP X: | \$ 590.00 |
| | 57 thru 58 |

BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.

FENCING SERVICES
ITB # 40-11/12
BID PROPOSAL 6 of 11

Ronald M. Gibbons, Inc.

COMPANY NAME: _____

Bidder must include in their price supervision of work all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified in each group.

GROUP XI: CORE DRILLING UP TO 12" THICK SLAB PER HOLE COST

| | | |
|----------|---------|----------|
| ITEM 59: | 2" hole | \$ 9.00 |
| ITEM 60: | 4" hole | \$ 10.00 |
| ITEM 61: | 6" hole | \$ 12.00 |
| ITEM 62: | 8" hole | \$ 20.00 |

TOTAL GROUP XI: \$ 51.00
59 thru 62

BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.

GROUP XII: MISCELANEOUS ON SITE WELDING EITHER GALVANIZED OR ALUMINUM

ITEM 63: (Include set up cost based on hourly rate) \$ 48.00

TOTAL GROUP XII: \$ 48.00

BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.

GROUP XIII: FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH

| | | |
|----------|------------------------|---------|
| ITEM 64: | Under 250' LF. per LF. | \$ 3.50 |
| ITEM 65: | Over 250' LF. per LF. | \$ 3.50 |

TOTAL GROUP XIII: \$ 7.00
64 thru 65

BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.

FENCING SERVICES
ITB # 40-11/12
BID PROPOSAL 7 of 11

Ronald M. Gibbons, Inc.

COMPANYNAME:

Bidder must include in their price supervision of work all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified in each group.

GROUP XIV: ALUMINUM PICKET FENCE

With all material .125 aluminum mill finish, line posts 2"x2", vertical pickets up to 1" top and bottom runners 1"x2" u channel all powder coated standard colors white, black, green, bronze.

| | | |
|----------|---|----------|
| ITEM 66: | 4' high | |
| | Up to 250' LF. Per LF. | \$ 28.50 |
| | Over 250' LF. Per LF. | \$ 25.00 |
| ITEM 67: | 5' high | |
| | Up to 250' LF. Per LF. | \$ 33.00 |
| | Over 250' LF. Per LF. | \$ 29.50 |
| ITEM 68: | 6' high | |
| | Up to 250' LF. Per LF. | \$ 40.50 |
| | Over 250' LF. Per LF. | \$ 37.50 |
| ITEM 69: | Note: rounded top cap instead of u channel, additional cost per linear foot added to cost of fence per linear foot | |
| | | \$ 2.00 |

TOTAL GROUP XIV: \$ 196.00
66 thru 69

BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.

GROUP XV: ALUMINUM SWING GATES

With all hardware and posts and lock hasp can be single or double gate. Price per linear foot

| | PRICE |
|----------|------------------|
| ITEM 70: | 4' high per LF. |
| ITEM 71: | 5' high per LF. |
| ITEM 72: | 6' high per LF. |
| ITEM 73: | 8' high per LF. |
| ITEM 74: | 10' high per LF. |
| | \$ 46.00 |
| | \$ 50.00 |
| | \$ 61.00 |
| | \$ 75.00 |
| | \$ 94.00 |

TOTAL GROUP XV: \$ 326.00
70 thru 74

BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.

FENCING SERVICES
ITB # 40-11/12
BID PROPOSAL 8 of 11

Ronald M. Gibbons, Inc.

COMPANY NAME: _____

Bidder must include in their price supervision of work all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified in each group.

GROUP XVI: WOOD FENCES

All materials pressure treated yellow pine #2 grade nailed with ring shank nails standard model (Stockade) vertical posts 4"x4", horizontal runners 2"x4", vertical slots 1"x6"x6" dog ear. In accordance to Florida Building Code Section 2328 wood fence design detail.

| | | |
|---------------------|------------------------|----------|
| ITEM 75: | 4' high | |
| | Up to 100' LF. per LF. | \$ 15.00 |
| | Up to 200' LF. per LF. | \$ 14.00 |
| | Over 200' LF. per LF. | \$ 13.00 |
| ITEM 76: | 6' high | |
| | Up to 100' LF per LF. | \$ 20.00 |
| | Up to 200' LF. per LF. | \$ 17.50 |
| | Over 200' LF. per LF. | \$ 17.00 |
| TOTAL GROUP XVI: \$ | | 96.50 |

75 thru 76

BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.

GROUP XVII: WOOD FENCE SINGLE OR DOOUBLE GATES

With strap hinges and standard lockable hasp. Price will be based per lf being a single or double gate. In accordance to Florida Building Code Section 2328 wood fence design detail.

| | | |
|------------------------------------|--|----------|
| ITEM 77: | 4' high per LF. | \$ 30.00 |
| ITEM 78: | 6' high per LF. | \$ 33.00 |
| ITEM 79: | Miscellaneous additional cost if wood fence is board to board model or shadow box model. | |
| Additional cost per linear foot \$ | | 3.00 |

TOTAL GROUP XVII: \$ 66.00
77 thru 79

BIDDER MUST BID ON ALL ITEMS LISTED, FOR THIS SPECIFIC GROUP TO QUALIFY FOR THE AWARD OF THE CONTRACT

FENCING SERVICES
ITB # 40-11/12
BID PROPOSAL 9 of 11

COMPANY NAME: Ronald M. Gibbons, Inc.

Bidder must include in their price supervision of work all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified in each group.

GROUP XVIII: EMERGENCY WORK

In the case of hurricane city will notify contractor with at least 48 hours to remove windscreen on standard fences or to baseball fields or tennis courts to remove all screening and to store on site then to reinstall at city's request price to include mobilization as well as tie straps all based on linear foot price.

| | PRICE |
|---------------------------|-----------------|
| ITEM 80: 4' high per LF. | \$ 1.80 |
| ITEM 81: 5' high per LF. | \$ 1.80 |
| ITEM 82: 6' high per LF. | \$ 2.00 |
| ITEM 83: 8' high per LF. | \$ 2.80 |
| ITEM 84: 10' high per LF. | \$ 3.00 |
| ITEM 85: 12' high per LF. | \$ 3.50 |
| TOTAL GROUP XVIII: | \$ 14.90 |
| | 80 thru 85 |

BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB

GROUP XIX: SAND FENCE

Constructed of No.1 Aspen pickets (3/8" x 1 1/2" x 48"), woven with 5 double strands of 13-gauge galvanized wire. Standard fence is sold in 50' rolls, natural wood color to blend into the surrounding landscape without paint or stain to compromise the beach environment.

| | | |
|-------------------------|--|---------------|
| ITEM 86: | 50'LF Dunne Fence (rolls) | |
| | Up to 100/rolls per roll | \$ 58.00 |
| | Over 100/rolls per roll | \$ 56.00 |
| ITEM 87: | Sand fence installed onto 4"x4"x8' pressure treated wood posts (8' to 10' on center), work includes all necessary equipment, material, labor and supervision to install: | |
| | Up to 5,000' lf per LF. | \$ 5.00 |
| | Over 5,000' lf per LF. | \$ 4.50 |
| TOTAL GROUP XIX: | \$ | 123.50 |
| | | 86 thru 87 |

BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.

FENCING SERVICES
ITB # 40-11/12
BID PAGE 10 OF 11

COMPANY NAME: Ronald M. Gibbons, Inc.

Bidder must include in their price supervision of work all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified in each group.

GROUP XX: MISCELLANEOUS WORK

Existing aluminum or galvanized picket fences pressure wash and electro static paint finish color of choice. Price per LF including set up charges.

| | PRICE |
|--|-----------|
| ITEM 88: 4' high per LF. | \$ 7.00 |
| ITEM 89: 5' high per LF. | \$ 8.00 |
| ITEM 90: 6' high per LF. | \$ 9.00 |
| ITEM 91: 8' high per LF. | \$ 10.00 |
| ITEM 92: 10' high per LF. | \$ 12.00 |
| ITEM 93: 20'ft high metal line post, 3"inch diameter installed in concrete footer 14"inch wide x 36"inch deep, with top and bottom rails, including electric static paint (green or black). Cost includes all equipment, materials, equipment, supervision, labor, and delivery installed complete. | |
| Cost per post every 10'ft (up to 100') | \$ 210.00 |
| Cost per post every 10'ft (up to 300') | \$ 210.00 |
| Cost per post every 10'ft (up to 500') | \$ 210.00 |
| ITEM 94: Netting (Black) installed 20'ft high skirt system attached across each 10' ft. post. Net material 3/8' rope barrier, 125lb, polyester netting, high temperature jet dyed UV coated (minimum 5-year warranty) installed over wire cable across top and bottom with Caribbean easy disconnect fasteners (for easy take down in case of storm). Cost includes all equipment, materials such as wire rope, aircraft cable, all netting hardware as required to attach to metal post, including all equipment, supervision, labor, and delivery, installed complete. | |
| Cost per foot installed 10'ft across x 20' high (up to 100') | \$ 32.00 |
| Cost per foot installed 10'ft across x 20' high (up to 300') | \$ 24.00 |
| Cost per foot to install 10'ft across x 20' high (up to 500') | \$ 24.00 |

TOTAL GROUP XX: \$ 756.00

88 thru 94

BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.

FENCING SERVICES

ITB # 40-11/12

BID PAGE 11 OF 11

Ronald M. Gibbons, Inc.

COMPANY NAME:

Bidder must include in their price supervision of work all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified in each group.

GROUP XXI: END/CORNER POST

End / Corner Post Schedule 40 pipe galvanized

| | | |
|-----------|-----|-----------|
| ITEM 95: | 4' | \$ 40.00 |
| ITEM 96: | 5' | \$ 20.00 |
| ITEM 97: | 6' | \$ 80.00 |
| ITEM 98: | 7' | \$ 50.00 |
| ITEM 99: | 8' | \$ 106.00 |
| ITEM 100: | 9' | \$ 30.00 |
| ITEM 101: | 10' | \$ 126.00 |
| ITEM 102: | 11' | \$ 50.00 |
| ITEM 103: | 12' | \$ 126.00 |

End / Corner Post Schedule 40 pipe vinyl coated

| | | |
|-----------|-----|-----------|
| ITEM 104: | 4' | \$ 55.00 |
| ITEM 105: | 5' | \$ 45.00 |
| ITEM 106: | 6' | \$ 93.00 |
| ITEM 107: | 7' | \$ 55.00 |
| ITEM 108: | 8' | \$ 121.00 |
| ITEM 109: | 9' | \$ 45.00 |
| ITEM 110: | 10' | \$ 143.00 |
| ITEM 111: | 11' | \$ 60.00 |
| ITEM 112: | 12' | \$ 165.00 |

TOTAL GROUP XXI: \$ 1,410.00GRAND TOTAL (ALL GROUPS):\$ 10,535.65

BIDDER MUST BID ON ALL ITEMS LISTED FOR THIS SPECIFIC GROUP IN ORDER TO BE DEEMED RESPONSIVE PURSUANT TO THIS ITB.

FENCING SERVICE
ITB 40-11/12
BID PAGE 11 OF 11

COMPANY NAME: Ronald M. Gibbons, Inc.

Bidder must include in their price supervision of work all labor, transportation, materials, tools, and equipment necessary to provide fencing services as specified in each group.

GROUP XXIII: RENTAL OF PORTABLE SELF-STANDING

Rental of portable self-standing metal chain link fence panels for building site projects and construction sites. (No digging, No core holes). Cost includes delivery and pickup within the City of Miami Beach. Fence to be in accordance to the City of Miami Beach Building Specifications.

Portable Temporary Construction Panels 6ft H x 6ft W

Daily: 36.00
Weekly: 36.00
Monthly: 36.00

Portable Temporary Construction Panels with Gate 6ft H x 6ft W

Daily: 136.00
Weekly: 136.00
Monthly: 136.00

Portable Temporary Construction Panels 8ft H x 12ft W

Daily: 96.00
Weekly: 96.00
Monthly: 96.00

Portable Temporary Construction Panels with Gate 6ft H x 12ft W

Daily: 246.00
Weekly: 246.00
Monthly: 246.00

Note: The following specialty fences require engineering drawings / calculations:

- o Steel fences
- o Aluminum
- o Iron
- o Plastic
- Wood fences over 6 feet tall and Chain Link Fences over 12 feet tall also require engineering drawings / calculations.
- Any fences with welded conditions are not inspected by the City of Miami Beach Building Department. A special inspector must be retained for this work and a special inspection form will be required.
- For the permit fee section, fences as shown on the Permitting Process and Fee Schedule.

FENCING SERVICES
ITB # 40-11/12

CUSTOMER REFERENCE LISTING

Bidder's shall furnish the names, addresses, and telephone numbers of a minimum of five (5) firms or government organizations for which the Contractor is currently furnishing or has furnished, similar services.

- 1) Company Name City Of Miami Gardens
Address 1515 NW 167 Street, Miami Gardens, Fl 33169
Contact Person/Contract Amount William Garviso
305-622-8000 EXT 2492
Telephone No. Fax No. 305-474-1285
E-mail wgarviso@miamigardens-fl.gov
- 2) Company Name RRC Development Company
Address 8435 SW 2ND Street, Miami Florida 33144
Contact Person/Contract Amount Robert Chacon
786-218-4503 305-279-1324
Telephone No. Fax No.
E-mail N/A
- 3) Company Name WPBT Channel 2
Address 14902 NE 20 Avenue, Miami Florida 33181
Contact Person/Contract Amount Graham Simmons
305-424-4002
Telephone No. Fax No. N/A
E-mail graham_simmons@wpbt.org

FENCING SERVICES
ITB # 40-11/12

CUSTOMER REFERENCE LISTING (CONTD.)

- 4) Company Name N&J Construction
Address 4990 SW 72 Avenue#104,Miami Florida 33155
Contact Person/Contract Amount John Perez
786-268-1285
Telephone No. Fax No. N/A
E-mail jpg@n-jconstruction.com
- 5) Company Name KB2 Management
Address P.O. Box 451685, Sunrise Florida 33345
Contact Person/Contract Amount Kristin Bakkedahl
954-673-7001 866-322-2936
Telephone No. Fax No.
E-mail kb2mgmt@yahoo.com

RONALD M. GIBBONS, INC.**(SINCE) 1972****FENCE CONTRACTORS****472 NE 191 STREET MIAMI FL****CC#9356**

**.WOOD
.CHAIN LINK
.IRON
.ELECTRICAL GATE OPERATORS
.WALLS
.COMMERCIAL & RESIDENTIAL**

**Tel: (305) 652-5845
Fax: (305) 652-9304
Email: rmginc.est@comcast.net**

Please find below short list of projects completed:

Project Name: Carol City Community Center
Project Owner: City of Miami Gardens
General Contractor: N&J Construction
Contact Name: Mr John Perez, President
Approximate Contract Value \$12,652,260.00
Approximate Subcontract Value \$90,352.00
Completion Date: 2010
Description: Recreational Black vinyl hain Link Fence & Gates

Project Name: City Of Pompano Beach Community Center
Project Owner: City of Pompano Beach
General Contractor: MBR Construction
Contact Name: Mr Mike Boss, President
Approximate Contract value: N/A
Approximate Subcontract Value: \$346,675.00
Completion Date: 2009
Description: Steel Picket Fence & Gates, Access Control & Chain link Fence

Project Name: Miramar Police Station
Project Owner: City of Miramar
General Contractor: Sessoms Construction
Contact Name: Mr Lee Sessoms, President
Approximate Contract Value \$2,917,485.00
Approximate subcontract Value \$62,800.00
Completion Date: 2006
Description: Aluminum Picket/Chain Link/Gate Operators/Access Control

Project Name: Jewfish Creek Bridge
Project Owner: FDOT
General Contractor: Granite Construction
Contact Name: Mr Michael Derksen
Approximate Contract Value \$147,765,000.00
Approximate subcontract Value \$761,000.00
Completion Date 2009
Description: Black Vinyl Chain Link Fence

RONALD M. GIBBONS, INC.

(SINCE) 1972

FENCE CONTRACTORS

472 NE 191 STREET MIAMI.FL

CC#9356

.WOOD

.CHAIN LINK

.IRON

.ELECTRICAL GATE OPERATORS

.WALLS

.COMMERCIAL & RESIDENTIAL

Tel: (305) 652-5845

Fax: (305) 652-9304

Email: rmginc.est@comcast.net

Project Name: USPS South Florida L&D Center, Opa Locka

General Contractor: The Korte Company

Project Manager: Brad Obermark

Approximate Contract Value: N/A

Approximate Subcontract Value \$197,000.00

Completion Date: 2008

**Description: Vinyl Coated Chain Link Fence, Motorized
Gates, Interior Wire Mesh Partitions &
Highway Guardrail.**

FENCING SERVICES
ITB # 40-11/12

CONTRACTOR'S/ BIDDER'S QUESTIONNAIRE

NOTE: Information supplied in response to this questionnaire is subject to verification. Inaccurate or incomplete answers may be grounds for disqualification from award of this bid.

Submitted to The Mayor and City Commission of the City of Miami Beach, Florida:
By Ronald M. Gibbons, Inc.

Principal Office 472 NE 191 Street, Miami Florida 33179

How many years has your organization been in business under your present business name? 40 Years

Does your organization have current occupational licenses entitling it to do the work/service contemplated in this Contract? Yes

Please state license(s) type and number: Occupational License #678123-2

Include copies of above licenses and certificates with bid.

Have you ever had a contract terminated due to failure to comply with contractual specifications? No

If so, where and why? _____

N/A

In what other lines of business are you financially interested or engaged? _____

N/A

Give references as to experience, ability, and financial standing See attached list of
completed contracts & value, demonstrating projects completed
in excess of \$ 760,000.00 ontime & within budget.

Is the business entity a Miami-Beach based Vendor?

Yes () No (☒)

If Yes, please submit a copy of a Business Tax Receipt issued by the City of Miami Beach, or documentation to demonstrate that the headquarters is in the City of Miami Beach, or documentation which proves that goods and/or contractual services are being produced or performed, as appropriate, in the City of Miami Beach.

CONTRACTOR'S / BIDDER'S QUESTIONNAIRE (CONTD.)

Is the business entity owned by a certified service-disabled veteran, and or a small business owned and controlled by veterans, as defined on Section 502 of the Veteran Benefit Health, and Information Technology Act of 2006, and cited in the Database of Veteran-owned Business?

Yes () No (X)

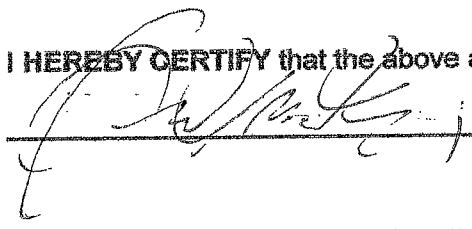
Vendor Campaign Contribution(s):

- a. You must provide the names of all individuals or entities (including your sub-consultants) with a controlling financial interest. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm. The term "firm" shall mean any corporation, partnership, business trust or any legal entity other than a natural person.

Ronald M. Gibbons, President 100%

- b. Individuals or entities (including our sub-consultants) with a controlling financial interest: _____ have X have not contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach. Please provide the name(s) and date(s) of said contributions and to whom said contribution was made.
-
-
-
-

I HEREBY CERTIFY that the above answers are true and correct.

 President _____ (SEAL)

_____ (SEAL)



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DIVISION
Tel: 305.673.7490 , Fax: 786.394.4011

FENCING SERVICES

ITB # 40-11/12

July 17, 2012

To: _____
(Client's Name)

Individual Providing the Survey Response: _____

Phone: _____

Fax: _____

E-mail: _____

Subject: Performance Evaluation of _____
(Bidder Name)

Number of pages including cover: 2

To Whom It May Concern:

The City of Miami Beach has implemented a process that collects past performance information on companies bidding for City contracts.

The Company listed in the **subject** line has chosen to participate in this program. They have listed you as a past client that they have done work for. Both, the company and City of Miami Beach greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following attachment and answer the questions to the best of your knowledge. If you cannot answer a particular question, please leave it blank. Please return this questionnaire to Shirley Thomas by **August 14, 2012 at 3:00 p.m.** by fax: 786.394.4011; or e-mail shirleythomas@miamibeachfl.gov

Thank you for your time and effort.

Raul Aguila,
Chief Deputy City Attorney

7/17/2012
City of Miami Beach

For Procurement Division



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
PROCUREMENT DIVISION
Tel: 305.673.7490, Fax: 786.394.4011

PERFORMANCE EVALUATION SURVEY

Name of Company being evaluated: _____

Contact Person for above Company: _____

Please evaluate the performance of the firm on a scale of 1-10 with 10 meaning you are very satisfied and have no questions about hiring them again, and 1 meaning you would never hire them again because of very poor performance. If you don't know, please leave blank or put N/A

| NO | CRITERIA | UNIT | |
|----|---|--------|--|
| 1 | Ability to provide fencing services | (1-10) | |
| 2 | Quality of services provided | (1-10) | |
| 3 | Professionalism and ability to manage the account | (1-10) | |
| 4 | Customer Service (communication, resolution of discrepancies, responsiveness of personnel servicing the account). | (1-10) | |
| 5 | Responsiveness to emergency requests for service | (1-10) | |
| 6 | Ability to follow the users rules, regulations, and requirements | (1-10) | |
| 7 | Overall customer satisfaction and hiring again based on performance (comfort level in hiring company again) | (1-10) | |

Overall Comments: _____

Company Providing reference for above: _____

Contact Name: _____

Contact Phone and e-mail: _____

Date of Services: _____

Dollar Amount for Services: _____

Please send this questionnaire to Shirley Thomas at, via email to: shirleythomas@miamibeachfl.gov or Fax to 786-394-4011 by 3:00 pm on August 14, 2012



MIAMI BEACH

CITY OF MIAMI BEACH

DECLARATION: NONDISCRIMINATION IN CONTRACTS AND BENEFITS

Section 1. Vendor Information

Name of Company: Ronald M. Gibbons, Inc. Name of Company Contact Person: Ronald M. Gibbons, President

Phone Number: 305-652-5845 Fax Number: 305-652-9304 E-mail: rmginc.est@comcast.net

Vendor Number (if known): Not Known

Federal ID or Social Security Number: 04-3751661

Approximate Number of Employees in the U.S.: 12 (If 50 or less, skip to Section 4, date and sign)

Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes X No

Union name(s):

Section 2. Compliance Questions

Question 1. Nondiscrimination - Protected Classes

A. Does your company agree to not discriminate against your employees, applicants for employment, employees of the City, or members of the public on the basis of the fact or perception of a person's membership in the categories listed below? Please note: a "YES" answer means your company agrees it will not discriminate; a "NO" answer means your company refuses to agree that it will not discriminate. Please answer yes or no to each category.

| | | | |
|--|---------------------------|---|---------------------------|
| <input type="checkbox"/> Race | <u>X</u> Yes <u> </u> No | <input type="checkbox"/> Sex | <u>X</u> Yes <u> </u> No |
| <input type="checkbox"/> Color | <u>X</u> Yes <u> </u> No | <input type="checkbox"/> Sexual orientation | <u>X</u> Yes <u> </u> No |
| <input type="checkbox"/> Creed | <u>X</u> Yes <u> </u> No | <input type="checkbox"/> Gender identity (transgender status) | <u>X</u> Yes <u> </u> No |
| <input type="checkbox"/> Religion | <u>X</u> Yes <u> </u> No | <input type="checkbox"/> Domestic partner status | <u>X</u> Yes <u> </u> No |
| <input type="checkbox"/> National origin | <u>X</u> Yes <u> </u> No | <input type="checkbox"/> Marital status | <u>X</u> Yes <u> </u> No |
| <input type="checkbox"/> Ancestry | <u>X</u> Yes <u> </u> No | <input type="checkbox"/> Disability | <u>X</u> Yes <u> </u> No |
| <input type="checkbox"/> Age | <u>X</u> Yes <u> </u> No | <input type="checkbox"/> AIDS/HIV status | <u>X</u> Yes <u> </u> No |
| <input type="checkbox"/> Height | <u>X</u> Yes <u> </u> No | <input type="checkbox"/> Weight | <u>X</u> Yes <u> </u> No |

B. Does your company agree to insert a similar nondiscrimination provision in any subcontract you enter into for the performance of a substantial portion of the contract you have with the City? Please note: you must answer this question, even if you do not intend to enter into any subcontracts.

X Yes No

Question 2. Nondiscrimination - Equal Benefits for Employees with Spouses and Employees with Domestic Partners

Questions 2A and 2B should be answered YES even if your employees must pay some or all of the cost of spousal or domestic partner benefits.

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

_ Yes ☒ No

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?

_ Yes ☒ No

*The term Domestic Partner shall mean any two (2) adults of the same or different sex, who have registered as domestic partners with a government body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A Contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership exists. A Contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Miami Beach

If you answered "NO" to both Questions 2A and 2B, go to Section 4 (at the bottom of this page), complete and sign the form, filling in all items requested.

If you answered "YES" to either or both Questions 2A and 2B, please continue to Question 2C below.

Question 2. (continued)

C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

| BENEFIT | Yes for Employees with Spouses | Yes for Employees with Domestic Partners | No, this Benefit is Not Offered | Documentation of this Benefit is Submitted with this Form |
|---------------------------------------|--------------------------------|--|---------------------------------|---|
| Health | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Dental | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Vision | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Retirement (Pension, 401(k), etc.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Bereavement | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Family Leave | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Parental Leave | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Employee Assistance Program | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Relocation & Travel | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Company Discount, Facilities & Events | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Credit Union | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Child Care | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |



MIAMI BEACH

**CITY OF MIAMI BEACH
REASONABLE MEASURES APPLICATION**

Declaration: Nondiscrimination in Contracts and Benefits

Submit this form and supporting documentation to the City's Procurement Division ONLY IF you:

- a. Have taken all reasonable measures to end discrimination in benefits; and
- b. Are unable to do so; and
- c. Intend to offer a cash equivalent to employees for whom equal benefits are not available.

You must submit the following information with this form:

- 1. The names, contact persons and telephone numbers of benefits providers contacted for the purpose of acquiring nondiscriminatory benefits;
- 2. The dates on which such benefits providers were contacted;
- 3. Copies of any written response(s) you received from such benefits providers, and if written responses are unavailable, summaries of oral responses; and
- 4. Any other information you feel is relevant to documenting your inability to end discrimination in benefits, including, but not limited to, reference to federal or state laws which preclude the ending of discrimination in benefits.

I declare (or certify) under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Name of Company (please print)

Mailing Address of Company

Signature

City, State, Zip

Name of Signatory (please print)

Telephone Number

Title

Date

Definition of Terms

A. REASONABLE MEASURES

The City of Miami Beach will determine whether a City Contractor has taken all reasonable measures provided by the City Contractor that demonstrates that it is not possible for the City Contractor to end discrimination in benefits. A determination that it is not possible for the City Contractor to end discrimination in benefits shall be based upon a consideration of such factors as:

- (1) The number of benefits providers identified and contacted, in writing, by the City Contractor, and written documentation from these providers that they will not provide equal benefits;
- (2) The existence of benefits providers willing to offer equal benefits to the City Contractor; and
- (3) The existence of federal or state laws which preclude the City Contractor from ending discrimination in benefits.

B. CASH EQUIVALENT

"Cash Equivalent" means the amount of money paid to an employee with a Domestic Partner (or spouse, if applicable) in lieu of providing Benefits to the employees' Domestic partner (or spouse, if applicable). The Cash Equivalent is equal to the employer's direct expense of providing Benefits to an employee for his or her spouse.

Cash Equivalent. The cash equivalent of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for death of a spouse. Cash payment would be in the form of wages of the domestic partner employee for the number of days allowed.
- b. For health benefits, the cost to the Contractor of the Contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains the such insurance in force for himself or herself.
- c. For family medical leave, cash payments for the number of days that would be allowed as time off for an employee to care for a spouse that has a serious health condition. Cash payment would be in the form of wages of the domestic partner employee for the number of days allowed.



MIAMI BEACH

QUICK REFERENCE GUIDE TO EQUAL BENEFITS COMPLIANCE

STEP 1: UNDERSTANDING THE LAW

What does the law require?

The proposed Ordinance will require certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive bids, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses.

Who is covered by this Ordinance?

Competitively bid City contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks. For more information, see Equal Benefits Ordinance Summary.

What benefits are covered?

The Ordinance applies to all benefits offered by a contractor to its employees who have spouses or domestic partners and all benefits offered directly to such spouses or domestic partners, even when the employee pays the entire cost of the benefit. This includes but is not limited to: sick leave, bereavement leave, family medical leave, and health benefits.

What is a Domestic Partner?

A "Domestic Partner" shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a government body pursuant to state and local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

What if a contractor is unable to offer benefits equally?

Some contractors are unable to find an insurance company willing to offer domestic partner coverage. When a contractor takes all reasonable measures to stop discriminating, but can't for reasons outside its control, it can comply with the Equal Benefits Ordinance if it agrees to pay a cash equivalent. A cash equivalent is the amount of money paid by an employer for the spousal benefit that is unavailable for domestic partners, or vice versa. For more information, see Reasonable Measures Application.

What if a company will comply but needs time to do it?

Once a contractor makes it clear that it will comply with the Declaration, in certain situations ending discrimination in benefits may be delayed. For instance, offering medical insurance may be delayed until the contractor's next enrollment period; other benefits, such as bereavement leave, may be delayed until the contractor's personnel policies can be revised. For more information, see Rules of Procedure of the Substantial Compliance Form.

STEP 2: HOW TO COMPLETE THE DECLARATION: NON-DISCRIMINATION IN CONTRACTS AND BENEFITS FORM

Section 1 asks for information about your company. **If the company employs 50 or less employees in the U.S., skip to Section 4, date and sign.**

Section 2, Question 1A asks whether your company prohibits discrimination against people based on the categories listed.

- Answer "YES" if your company does have such a policy.
- Answer "NO" if your company does not have such a policy.

Question 1B asks whether your company agrees to include a nondiscrimination clause in all subcontracts entered into for the performance of a substantial portion of the any contracts you have with the City. This clause must include all of the categories listed in question 1A. You must answer this question even if your company will not be entering into any subcontracts associated with work performed for the City.

- Answer "YES" if you will agree to include a nondiscrimination clause in subcontracts.
- Answer "NO" if you will not agree to include a nondiscrimination clause in subcontracts.

Question 2A asks whether your company offers benefits (such as medical insurance) to employees' spouses or to employees because they are married (such as bereavement leave which can be taken because of the death of a spouse, or family medical leave which can be taken because of a spouse having a serious medical condition).

- Answer "YES" if you offer any such benefits.
- Answer "NO" if you do not offer any such benefits.

NOTE: You are considered as offering a benefit even if you don't pay for it. If access to the benefit is offered, but the cost must be paid in whole or in part by the employee, you should still answer "YES".

Question 2B asks whether your company offers benefits (such as medical insurance) to employees' domestic partners or to employees because they are in a domestic partnership (such as bereavement leave which can be taken because of the death of a domestic partner, or family medical leave which can be taken because of a domestic partner having a serious medical condition).

- Answer "YES" if you offer any such benefits.
- Answer "NO" if you do not offer any such benefits.

NOTE: To comply, your answers to questions 2A and 2B should be the same. In very limited circumstances, you may comply without offering benefits equally. See Reasonable Measures Application Form.

Question 2C should be filled out ONLY if you have answered "YES" to question 2A and/or 2B. It asks you to indicate which benefits you offer to spouses (or employees because they are married), which benefits you offer to domestic partners (or employees because they are in a domestic partnership), and which benefits you do not offer. Please indicate only those benefits offered. If you offer benefits not already listed, write them in where it says "other". Remember, offering access to a benefit is still considered a benefit, even if your company does not pay for it.

Note: If you can't offer all benefit in a nondiscriminatory manner because of reasons outside your control, (e.g. there are no insurance providers willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a completed Reasonable Measures Application Form with all necessary attachments and have your application approved by the Procurement Division of the City of Miami Beach.

Step 3: ATTACH THE NECESSARY DOCUMENTATION

Section 3 states that you must submit documentation that verifies all benefits marked in your answer to Question 2C are offered in a nondiscriminatory manner. When possible, it is best if you submit this documentation along with your Declaration form. For policies that are unwritten, submit a letter to the Procurement Division indicating this. Use the list below as a guide for the type of documentation needed.

Medical Insurance A statement from your medical insurance provider that confirms spouses and domestic partners (as defined under this Ordinance) receive equal coverage in your medical plan. This may be in a letter from your insurance provider, or reflected in the eligibility section of your official insurance plan document. Similar documentation is needed for other types of insurance plans.

Retirement Plans (including 401k & pension plans)

The sections of your pension plan detailing how employees receive benefits. This should cover joint annuity options and pre retirement death benefits. Documentation should indicate that employees with domestic partners and employees with spouses receive the same benefits and payment options.

Bereavement Leave Your bereavement leave of funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows for time off due to the death of a parent in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

Family Leave Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

Parental Leave Your company's policy indicating that employees may take leave for the birth or adoption of a child, to care for a child who is ill, and/or to attend school appointments. If leave is available for step-children (the spouse's child) then leave also should be available for the child of a domestic partner.

Employee Assistance Program Your company's employee assistance program policy confirming that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits.

Relocation & Travel Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

Discounts, Facilities & Events Your company's policy confirming that discounts, facilities (e.g. gym) and events (e.g. holiday party) are equally available to spouses and domestic partners of employees.

Credit Union Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

Child Care Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

Other Benefits Documentation of any other benefits listed to indicate that they are offered equally.

For medical insurance companies providing domestic partner coverage in the State of Florida, refer to the Domestic Partner Insurance Coverage Search available online at: www.miamibeachfl.gov under Business, Procurement drop down list.

For any questions on the City of Miami Beach Equal Benefits Ordinance or how to complete the applicable forms, please contact:

Cristina Delvat, Contracts Compliance Specialist
PROCUREMENT DIVISION
1700 Convention Center Drive, Miami Beach, FL 33139
Tel: 305-673-7496 / Fax: 786-394-4000/
cristinadelvat@miamibeachfl.gov

We are committed to providing excellent public service and safety to all who live, work and play in our vibrant, tropical, historic community.

RONALD M. GIBBONS, INC.

(SINCE) 1972

FENCE CONTRACTORS

472 NE 191 STREET MIAMI, FL

CC#9356

**.WOOD
.CHAIN LINK
.IRON
.ELECTRICAL GATE OPERATORS
.WALLS
.COMMERCIAL & RESIDENTIAL**

**Tel: (305) 652-5845
Fax: (305) 652-9304
Email: rmginc.est@comcast.net**

To Whom It May Concern,

Please accept this letter of introduction & short list of 5 completed project as per your request.

Ronald M. Gibbons, Inc., was founded in 1972 & have successfully completed projects in Residential, Commercial, Institutional Sectors, with thousands of satisfied customers. We have held annual contracts with Miami-Dade County, City of Miami Gardens & The City Of Miami. RMG, Inc., have a broad knowledge of the fencing industry & take pride in completing all projects in a timely & professional manner. RMG, Inc., also specilize in difficult & custom design installation projects & has completed projects throughout The State Of Florida.

List Of Employees Experience:

- . President/Manager: License Contractor, 40 years experience in all areas of the fence industry & related construction.
- . Office Personnel: 10 years Office Manager, Computer Skills, Coordinating with both private & public sectors.
- . Estimators
- . Journeyman Fence Installers.
- . Concrete Specialist.
- . Certified Welders.
- . Access Control Installers.
- . General Laborers.

Thank You.

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
1ST FLOOR
MIAMI, FL 33130

2011 LOCAL BUSINESS TAX RECEIPT 2012
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2012
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 231

651110-0

THIS IS NOT A BILL - DO NOT PAY

RENEWAL

BUSINESS NAME / LOCATION
GIBBONS RONALD M
472 NE 191 ST
33179 UNIN DADE COUNTY

RECEIPT NO. 678123-2
CC # 000009356

OWNER
GIBBONS RONALD M

Sec. Type of Business
196 SPECIALTY BUILDING CONTRACTOR

WORKER/S
1

THIS IS ONLY A LOCAL
BUSINESS TAX RECEIPT. IT
DOES NOT PERMIT THE
HOLDER TO VIOLATE ANY
EXISTING REGULATORY OR
ZONING LAWS OF THE
COUNTY OR CITIES. NOR
DOES IT EXEMPT THE
HOLDER FROM ANY OTHER
PERMIT OR LICENSE
REQUIRED BY LAW. THIS IS
NOT A CERTIFICATION OF
THE HOLDER'S QUALIFICA-
TIONS.

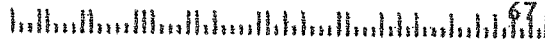
DO NOT FORWARD

GIBBONS RONALD M
472 NE 191 ST
MIAMI FL 33179

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLLECTOR:

09/13/2011
09010161001
000075.00

SEE OTHER SIDE



CTQB

Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

000009356

GIBBONS RONALD M

D.B.A.



GIBBONS RONALD M

Is certified under the provisions of Chapter 10 of Miami-Dade County

VALID FOR CONTRACTING UNTIL 09/30/2012

QUALIFYING TRADE(S)

0018

FENCE

Charles Danger P.E.
Secretary of the Board

Miami-Dade County retains all property rights herein.



www.miamidade.gov/building

RONALD M. GIBBONS, INC.

(SINCE) 1972

FENCE CONTRACTORS

472 NE 191 STREET. MIAMI, FL. 33179

CC#9356

.WOOD

.CHAIN LINK

.IRON

.ELECTRICAL GATE OPERATORS

.WALLS

.COMMERCIAL & RESIDENTIAL

Tel:(305)652-5845

Fax:(305)652-9304

Email: rmginc.est@comcast.net

RONALD M. GIBBONS, INC DRUG FREE WORK PLACE POLICY

It is the purpose of Ronald M. Gibbons, Inc. to help provide a safe and drug-free work environment for our clients and our employees. With this goal in mind and because of the serious drug abuse problem in today's work place, we are establishing the following policy for existing and future employees of Ronald M. Gibbons, Inc.

Ronald M. Gibbons, Inc., explicitly prohibits:

- . The use, possession, solicitation for, sale of narcotics or other illegal drugs, alcohol or prescription. Without a prescription on Ronald M. Gibbons, Inc., or customer premises or while performing an assignment.
- . Being impaired or under the influence of legal or illegal drugs or alcohol away from Ronald M. Gibbons, Inc., or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk Ronald M. Gibbons, Inc., reputation.
- . Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from Ronald M. Gibbons, Inc., or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk Ronald M. Gibbons, Inc., reputation.
- . The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of Ronald M. Gibbons, Inc., or its customers, or while Ronald M. Gibbons, Inc. business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.
- . Ronald M. Gibbons, Inc., will conduct drug and/or alcohol testing under any of the following circumstances:
 - . **RANDOM TESTING:** employees may be selected at random for drug and/or alcohol testing at any interval determined by Ronald M. Gibbons, Inc.,
 - . **FOR-CAUSE TESTING:** Ronald M. Gibbons, Inc., may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol negative performance patterns, or excessive and unexplained absenteeism or tardiness.

POST-ACCIDENT TESTING: Any employee involved in an on the job accident or injury under circumstances that suggest possible use of influence of drugs or alcohol in the accident or

injury event may be asked to submit to a drug and/or alcohol test"Involved in an on the job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

If an employee is tested for drugs or alcohol outside of the employment context and the result indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possible including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.



City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

Jimmy L. Morales, City Manager
Tel: 305-673-7010, Fax: 305-673-7782

Submitted via E-mail to: rmginc.est@comcast.net

September 2, 2015

Mr. Ronald Gibbons
Ronald M. Gibbons, Inc.
472 N.E. 191 Street
Miami, Florida 33179

Subject: **RENEWAL OF CONTRACT PURSUANT TO INVITATION TO BID NO. ITB 40-11/12
FOR FENCING SERVICES**

Dear Mr. Gibbons:

This letter shall serve as notification that the City has approved a one (1) year extension of the Contract with Ronald M. Gibbons, Inc., for fencing services, pursuant to the above-referenced ITB. The Contract shall now be effective through October 1, 2016.

Should you have any questions or need additional information, please contact Yolanda Cintado-Seigle at 305-673-7490 or yolandacintado-seigle@miamibeachfl.gov.

Thank you,

Jimmy L. Morales
City Manager